



GOVERNING BOARD MEETING AGENDA

Friday, June 8, 2018

5:00 pm

Location:

26316 Hesperian Blvd
Hayward, CA 94545

Website:

www.edenrop.org

Phone Numbers:

(510) 293-2971
Fax (510) 293-8225



Governing Board Members

Peter Oshinski, President
Dot Theodore, Vice-President
Marilyn Stewart, Member
Dr. Robert Carlson, Member

San Leandro Unified School District
Castro Valley Unified School District
San Lorenzo Unified School District
Hayward Unified School District

Mission Statement

The mission of the Eden Area Regional Occupational Program is to prepare students for careers and further education as well as to instill workplace skills and ethics that enable them to compete successfully in the economy of today and the future.

Copies of this agenda are available upon request



Regular Meeting of the ROP Governing Board
Eden Area ROP Board Room
26316 Hesperian Blvd., Hayward, CA 94545

Date: Friday, June 8, 2018

Time: 5:00 p.m.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Visitors wishing to address the Governing Board are asked to complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's Administrative Secretary. Any member of the audience may speak on any agenda item by following this process, or upon recognition by the Chairperson by identifying him/herself and his/her organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Other Business" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

- I. Call to Order**
- II. Roll Call**
- III. Pledge of Allegiance**
- IV. Mission Statement**
- V. Approval of Agenda**
- VI. Consent Calendar**

Action by the ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of May 3, 2018 (pages 4-9)
- B. Request the Governing Board to approve the Bill Warrants (pages 10-15)
- C. Request the Governing Board to approve the Personnel Action Items (pages 16-17)

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- D. Request the Governing Board to approve the Listed Donations-Einiro and Joanna Kawada (page 18)
- E. Request the Governing Board to approve the Listed Donations-Matt Long (page 19)
- F. Request the Governing Board to approve the Reimbursement to San Lorenzo Unified School District for Payment to Michael's Transportation for the 2017-2018 School Year (pages 20-26)
- G. Request the Governing Board to approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year (pages 27-33)
- H. Request the Governing Board to approve the Revised Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year (pages 34-40)
- I. Request the Governing Board to approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2018-2019 School Year (pages 41-43)
- J. Request the Governing Board to approve the Agreement with Flagship Facility Services Inc. for Janitorial Services for the 2018-2019 School Year (pages 44-51)
- K. Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2018-2019 School Year (pages 52-66)
- L. Request the Governing Board to approve the Contract with Zamora & Sons Painting for Painting Services for the 2018-2019 School Year (pages 67-81)
- M. Request the Governing Board to approve the MOU with Hayward Unified School District for the 2018 Summer School Programs (pages 82-85)
- N. Request the Governing Board to approve the MOU with San Leandro Unified School District for the 2018 Summer School Program (pages 86-88)
- O. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for the 2018 Summer School Program (pages 89-91)
- P. Request the Governing Board to approve the MOU with San Lorenzo Unified School District for Transportation of San Leandro USD Students for the 2018 Summer School Program (pages 92-98)
- Q. Request the Governing Board to approve the Classification and Destruction of Records (pages 99-100)

VII. Information Items

- A. The Superintendent's Evaluation Timeline (pages 101-102)

VIII. Action Items

Open Public Hearing for the Eden Area ROP Adopted Budget for the 2018-2019 Fiscal Year

Close Public Hearing

- A. Request the Governing Board to approve the Adopted Budget for the 2018-2019 Fiscal Year (page 103)

Open Public Hearing for the Adoption of the Recommended Textbook for the 2018-2019 School Year

Close Public Hearing

- B. Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2018-2019 School Year (page 104)
- C. Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2018-2019 School Year (pages 105-106)
- D. Request the Governing Board to approve the Adoption of Resolution 13-17/18: Funding California Public Schools at the National Average or Higher (pages 107-110)
- E. Request the Governing Board to approve the Lease Agreement with KBA Docusys for Copier and Fax Services for 2018-2023 School Years (pages 111-124)

IX. Superintendent's Report

X. Other Business/ Governing Board Reports

- A. Public
- B. ROP Governing Board

XI. Recess to Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XII. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/Dismissal/Release
- B. Conference with Labor Negotiator, (Pursuant to Government Code Section 54957.6) Designated Representative: Marites Fermin Unrepresented employees

XIII. Action Items

- F. Request the Governing Board to approve the 2018-2019 High School Student Calendar (pages 125-126)

XIV. Adjournment

Consent Calendar





**Minutes of the Regular Meeting of the ROP Governing Board
May 3, 2018**

I. Call to Order

Mr. Peter Oshinski, President, called the meeting to order at 5:45 p.m. on Thursday, May 3, 2018 at the Eden Area Regional Occupational Program Board Room, 26316 Hesperian Blvd., Hayward, CA 94545.

II. Roll Call

Roll was called by Gabriela Juarez, Executive Assistant.

Eden Area ROP Governing Board Present:

Peter Oshinski, President	San Leandro USD
Dot Theodore, Vice President	Castro Valley USD
Marilyn Stewart, Member	San Lorenzo USD
Dr. Robert Carlson, Member	Hayward USD

Superintendent: Linda Granger-present

ROP Administrators in Attendance:

Bernie Phelan	Assistant Director of Off-Site Programs
Stefanie Bradshaw	Assistant Director of Adult Programs
Marites Fermin	Business Manager
Evan Goldberg	Grant Coordinator

ROP Staff in Attendance:

Gabriela Juarez	Superintendent's Executive Assistant
Linden Keiffer	Security/Grounds Officer
Audra Muñoz	Career Counselor
Sandi Rose	Independent Study/Credit Recovery Instructor

III. Pledge of Allegiance

Audra Muñoz led the Pledge of Allegiance.

IV. Mission Statement

Bernie Phelan read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Robert Carlson moved to approve the agenda with the revision to table Information Item C-WASC Action Plan-Three Year Report and Trustee Dot Theodore seconded the motion. By the following vote, the agenda was approved.

AYES:	4 (Carlson, Oshinski, Stewart, Theodore)
NOES:	0
ABSTAIN:	0
ABSENT:	0

VI. Consent Calendar

Trustee Robert Carlson moved to approve the Consent Calendar items as follows:

- A. Approve the Minutes of the Regular Governing Board Meeting of March 1, 2018
- B. Approve the Minutes of the Regular Governing Board Meeting of April 12, 2018
- C. Approve the Minutes of the Special Governing Board Meeting of April 19, 2018
- D. Approve the Bill Warrants
- E. Approve the Personnel Action Items
- F. Approve the Listed Donations-Marilyn Blossom
- G. Approve the Quarterly Report on Williams Act Complaints and Resolutions
- H. Approve the Disposal of Obsolete Surplus Items
- I. Approve the Addendum with Del Conte Landscaping, Inc for Landscaping for the 2017-2018 School Year
- J. Approve the Revised Contract with American Stage Tours for Sophomore Tour Transportation for the 2017-2018 School Year
- K. Approve the Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year
- L. Approve the Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year
- M. Approve the Agreement with Fresno County Office of Education for Direct Support Professional Training for the 2018-2019 School Year
- N. Approve the Agreement with John Peters for Consulting for the First Responders Program for the 2018-2019 School Year
- O. Approve the MOU with Alameda County Office of Education Network for Access Plus Service for the 2018-2019 School Year
- P. Approve the MOU with Mario Monterrosa-Instituto Monterrosa de Electricidad for the Spanish Electrical Trainee Program for the 2018-2019 School Year

Trustee Marilyn Stewart seconded the motion.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

VII. Information Items

A. Staff Recognition

Linda Granger, Superintendent, shared that Sandi Rose, Independent Study/Credit Recovery Instructor, recognized the efforts that Linden Keiffer, Security & Grounds Officer, makes in maintaining the garden at the Eden Area ROP and supporting the students and our programs with the garden. This dedication is what led her to nominate, and NBC to select Linden for this recognition. Linden was featured on NBC's "Bay Area Proud" segment. Ms. Rose shared a heartfelt speech about why she selected Linden. Linden had the opportunity to share a few words and the Board presented him with a framed certificate of appreciation.

B. Career Counselor Report

Audra Muñoz presented to the Board about her role as the Career Counselor. The goal of the position is to provide support to the students of the Eden Area ROP through a variety of services. She serves as a liaison with home school counselors and case managers to ensure students are receiving the necessary support. This support includes students with IEPs and 504 Plans. She provides students with social and emotional as well as academic counseling. In alignment with the mission of the Eden Area ROP, Mrs. Muñoz supports students with their exploration of post-secondary options by way of the implementation of a school wide career exploration activity, as well as the continued partnership with Chabot College through the participation in Early Decision and the CLPAT (Counselor Local Pathway Action Team).

Mrs. Muñoz coordinates the ambassador program which is an honorary group of students who represent the Eden Area ROP and serve as the ROP student government. Part of the criteria used to select student candidates include being in good academic standing and exhibiting leadership in the classroom. The ambassador program enhances these students' learning experience by giving them opportunities to attend monthly meetings; serve as tour guides on the sophomore tours; help promote ROP school spirit; promote ROP at the middle schools; attend ROP events at the high school campuses; give presentations at the Counselors' Luncheon and participate at the Showcase. For the current school year, there are 26 ambassadors.

Mrs. Muñoz provides counseling support services through a proactive approach by the way of classroom observations and working with instructors early to identify students who are struggling and are in need of additional support. She provides individual and group counseling, social and emotional counseling, academic counseling and college and career counseling. The ROP collaborates with Chabot College and this year Mrs. Muñoz is working closely with Chabot's High School Outreach Specialist, Alan David. Alan assists teachers and students with registration for college, registration for Chabot classes, CATEMA, dual enrollment, concurrent enrollment and early decision. Next year Mrs. Muñoz is looking forward to working with SoulCiety to offer additional support to our students by way of one on one counseling/case management, job placement and college application process.

Next, Mrs. Muñoz discussed students with Individual Education Plans (I.E.P.'s) and 504 Plans. She reported that over 150 students attending ROP have an IEP or a 504 plan. Her main focus was communication with the home school counselor and case managers to ensure accommodations are received and distributed to ROP instructors. She continues to provide support by running quarterly reports to identify students' needs and additional support in attendance and grades. Mrs. Muñoz continues to build relationships by attending Special Education Department meetings at the home schools. She also held our third annual Case Manager tour.

She shared information about Chabot College early decision. The Early Decision Program is geared for high school seniors who plan to attend Chabot College in the fall. Students who are accepted into Early Decision are given priority registration and receive additional support with the registration process. With the support of Alan David, High School Outreach Specialist from Chabot College, 86 students registered on February 6th at ROP and of those students, 53 took the ELA & Math assessment on February 20th. Mrs. Muñoz shared that she is planning a tour of Chabot Campus in May.

Mrs. Muñoz discussed the Career Exploration and 4 Year Planning program. The goal of this program is to give students the necessary tools to explore careers while discovering the

strengths and skills they already possess that will help them in their chosen career. Focusing on self-efficacy students will gain an understanding that they do have control of their future. Students will learn how to set goals as well as strategies to assist them through the obstacles they may face while working towards their career. Depending on their chosen career path students will work on a 4 year plan. Students will develop goals that they will work towards each year in an effort to obtain their chosen careers. This is a two part program. The first part of the program took place in the fall and is administered by instructors. Using CareerLocker.edu students completed a Personal Globe Inventory which resulted in the best matching career clusters and pathways based on their responses. The second part happens in the spring and is administered by the Career Counselor. This part focuses on financial literacy and 4 Year Planning. A large part of the program focuses on discussion around their results, career choices and possible obstacles they may face while pursuing their career.

Looking forward, her goals for the next school year are to begin the career exploration session a little earlier in an effort to complete the Career Exploration Program with instant positive outcomes for students, a few resume workshops and Career Fair will be planned for the spring of next year.

VIII. Action Items

A. Request the Governing Board to approve the Revised Governing Board Meeting Date for June 2018

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the revised Governing Board meeting date for June 2018. The meeting will be held Friday, June 8, 2018 at 5:00 pm.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

B. Request the Governing Board to approve the Adoption of Resolution 7-17/18: Day of the Teacher

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Robert Carlson, the Governing Board approved the adoption of Resolution 7-17/18: Day of the Teacher.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

C. Request the Governing Board to approve the Adoption of Resolution 8-17/18: Classified Employees' Week

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of Resolution 8-17/18: Classified Employee's Week.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0

ABSENT: 0

**D. Request the Governing Board to approve the Adoption of Resolution 9-17/18:
Temporary Borrowing Between Funds**

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of Resolution 9-17/18: Temporary Borrowing Between Funds.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**E. Request the Governing Board to approve the Adoption of Resolution 10-17/18: Year
End Budget Transfers of Funds**

Upon review of and a motion by Trustee Dot Theodore and a second by Trustee Robert Carlson, the Governing Board approved the adoption of Resolution 10-17/18: Year End Budget Transfer of Funds.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**F. Request the Governing Board to approve the Adoption of Resolution 11-17/18:
Authority to Sign Contracts for the 2018-2019 Fiscal Year**

Upon review of and a motion by Trustee Robert Carlson and a second by Trustee Marilyn Stewart, the Governing Board approved the adoption of Resolution 11-17/18: Authority to Sign Contracts for the 2018-2019 Fiscal Year.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

**G. Request the Governing Board to approve the Adoption of Resolution 12-17/18:
Delegation of Powers to Agents for the 2018-2019 Fiscal Year**

Upon review of and a motion by Trustee Marilyn Stewart and a second by Trustee Dot Theodore, the Governing Board approved the adoption of Resolution 12-17/18: Delegation of Powers to Agents for the 2018-2019 Fiscal Year.

AYES: 4 (Carlson, Oshinski, Stewart, Theodore)
NOES: 0
ABSTAIN: 0
ABSENT: 0

IX. Superintendent's Report

Linda Granger welcomed Dr. Robert Carlson to the Governing Board. She also shared exciting news that the federal government has just announced a 2 year extension grant for previously funded promise neighborhood recipients. The CSUEB Collaborative is going to apply for the extension that would provide \$3 million in funding for 2 years. The Superintendent will be meeting at Cal State to discuss this opportunity. This funding opportunity is exciting because it is the first time that the federal funding through a grant is available to a limited number of collaboratives that qualify to seek these grants.

X. Other Business/Governing Board Reports

A. Public

None

B. Governing Board Reports

Marilyn Stewart, San Lorenzo USD representative, shared that the April ROP students of the Month were invited to the San Lorenzo Board meeting to be recognized as well. Kaylana Hanhan and Etahn Pascual were both recognized and given the opportunity to share their speeches.

Peter Oshinski, San Leandro USD representative, shared that he is looking forward to Student of the Year Award ceremony.

XI. Recess to Closed Session

The meeting was called into closed session at 6:23 pm

A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

XII. Reconvene to Open Session and Report any Action taken in Closed Session

The meeting resumed to open session at 6:37 p.m.

A. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957); Personnel (Government Code Section 54957) Public Employee Appointment/Discipline/ Dismissal/Release

No action was taken

XIII. Adjournment

The meeting was adjourned at 6:38 p.m.

Approved by the Eden Area ROP Governing Board _____.

Linda Granger, Superintendent
Clerk to the ROP Governing Board



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of April 20, 2018 through May 11, 2018 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Mercedes Henderson, Personnel Coordinator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

The attached listing of personnel action items are the Eden Area ROP Superintendent's recommendations for approval.

CONSENT CALENDAR



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Request the Governing Board to approve the Listed Donations-Einiro and Joanna Kawada

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Enirio and Joanna Kawada donated a 1997 Nissan Quest to the Eden Area ROP Automotive Technology program.

A letter of acceptance will be sent to all donors.

CONSENT CALENDAR



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Request the Governing Board to approve the Listed Donations-Matt Long

CURRENT SITUATION

Occasionally, gifts or monetary items are donated to the ROP. Matt Long donated a Fume Extractor to the Eden Area ROP Welding Technology program.

A letter of acceptance will be sent to all donors.

CONSENT CALENDAR



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Reimbursement to San Lorenzo Unified School District for Payment to Michael's Transportation for the 2017-2018 School Year

BACKGROUND

The Eden Area ROP entered into an agreement with San Lorenzo Unified School District to provide bus transportation for their students who attend programs at the ROP center in Hayward.

CURRENT SITUATION

San Lorenzo Unified School District entered into this agreement assuming that they would be able to hire additional drivers for these routes. They were unable to find enough additional drivers and to ensure that their students would be able to get to and from the ROP center so they contracted with Michael's Transportation to provide the services. San Lorenzo is now asking the Eden Area ROP to reimburse them for this cost. A copy of the contract between San Lorenzo Unified and Michael's Transportation is provided for reference.

Fiscal Impact: increase of \$188,000 in transportation costs for the 2017-2018 school year.

CONSENT CALENDAR

AGREEMENT FOR THE TRANSPORTATION OF PASSENGERS

THIS AGREEMENT is made and entered into this 7th day of August, 2017, by and between, SAN LORENZO UNIFIED SCHOOL DISTRICT, whose principal office is located at 15510 Usher St., San Lorenzo, CA 94580 ("Customer") and MICHAEL'S TRANSPORTATION SERVICE, INC. (MTS), a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday;

WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

AGREEMENT

1. Services. Contractor shall furnish, operate, and maintain, for the benefit of Customer, two (2) passenger buses of sufficient size to transport at least fifty-two (52) passengers each, Monday through Friday as set forth below in Section 2. Contractor shall pick up the passengers at pre-arranged stops, and transport to Arroyo High School, Royal Sunset High School, San Lorenzo High School and Eden Area ROP.
2. Term. This agreement ("Agreement") shall be effective on the date first written above, and the services shall commence on or about August 25, 2017, and terminate at the conclusion of services on or about June 13, 2018. The agreement may be renewed thereafter by mutual written agreement. Sections 9, 10 and 13 shall survive the termination of this Agreement for three years.
3. Fees. Customer agrees to pay Contractor \$695.00 per bus per day for an AM & PM bus route, for San Lorenzo Unified School District – see Scope of Work attached)

Cancellation Policy. If Customer cancels a daily run more than 24 hours in advance, there will be no fee. If Customer cancels less than 24 hours in advance, there may be a fee of up to 50% of the total charge. If a daily run is cancelled on the spot, the Customers are subject to a fee of up to 100% of the total charge.


Initials: Contractor / Customer

4. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children.
5. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
6. Insurance. During the term of the Agreement, Contractor shall maintain vehicle and general commercial liability insurance in the amount set forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage within fifteen (15) days of the effective date of this Agreement. These certificates shall provide a thirty (30) day prior notice period of cancellation which shall be given to Customer immediately upon receipt thereof by Contractor. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain general commercial liability insurance with a combined single limit of five million dollars (\$5,000,000) per occurrence and not less than five million dollars in the aggregate (\$5,000,000). During the term of this Agreement, Contractor shall add as additional insureds to this policy Customer, its Board of Directors, officers, agents and employees for the coverage of any claims for damages for personal injury or death, and from damage to property, which may arise from the operations of services of Contractor under this Agreement. Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement.

7. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
8. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
9. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with,



Initials: Contractor / Customer

either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.

10. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.
11. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.
12. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of acts of God, extreme traffic or weather-related delays, government actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
13. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
14. Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Alameda County.
15. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and

 / _____
Initials: Contractor / Customer


supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

16. Severability. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
17. Waiver. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
18. Termination and Dispute. Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation
A California Corporation

San Lorenzo Unified School District

By: 
Print Name: April Brown
Title: Chief Operating Officer
Date: 8/9/17

By: _____
Print Name: _____
Title: _____
Date: _____


Initials: Contractor / Customer

Scope of Work:

August 25, 2017 – June 13, 2018

Days:

Monday, Tuesday, Thursday and Friday

Hours:

7:25am - Pick up at Arroyo High School and San Lorenzo High School

1 Bus each at each site - Drop off at ROP Hayward by 7:45am

3:35pm - Pick up at ROP Hayward and return to Arroyo High School, Royal Sunset (1 bus) and San Lorenzo High School (1 bus) by 4pm

Pick Up and Drop Off Locations:

ARROYO HIGH SCHOOL

15701 Lorenzo Ave

San Lorenzo CA 94580

SAN LORENZO HIGH SCHOOL

50 E. Lewelling Blvd.

San Lorenzo CA 94587

ROYAL SUNSET HIGH SCHOOL

20450 Royal Avenue


Hayward CA 94541

EDEN AREA ROP

26316 Hesperian Blvd

AMMENDMENT A

CANCELLATION OF AGREEMENT. The Customer may cancel this agreement by giving Contractor thirty (30) day's written notice.

 / _____

Initials: Contractor / Customer



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Revised Agreement with Abraham Hill for Direct Support Professional Training for the 2018-2019 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program. The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets in order to become certified.

CURRENT SITUATION

The agreement between the DSP Proctor, Abraham Hill, and the Eden Area ROP to provide training for the 2018-2019 school year was approved on May 3, 2018 by the Governing Board.

The agreement has been revised to reflect a change to Section 4 for trainer compensation. The revised trainer compensation model is based on how the ROP is reimbursed by the Fresno HUB. The ROP is only reimbursed per the number of students that take the training and complete the end of training exam.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2018-2019 School Year.

BETWEEN

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545
(the "Customer")

OF THE FIRST PART

-AND-

Abraham Hill
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching of a two-year, 70-hour standardized statewide competency-based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 10 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Complete all required and necessary documents associated with curriculum, tracking, training and testing of CCF direct care staff and CCR administrators when needed.
- c. Attend training - the Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

- 3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services:
 - a. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses OR the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and submit an invoice and receipts to the Fresno Hub for reimbursement of lodging, transportation

and out of pocket expenses. This is conditional based on enrollment and revenue generated.

- b. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time.
- c. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

- 8. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

- 9. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

- 10. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Ownership of Materials

- 11. All materials developed, produced, or in the process of being so under this Agreement will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
- 12. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

Return of Property

13. Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

14. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

15. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

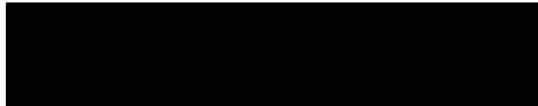
16. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Eden Area ROP
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: (510) 293-8325

- b. Abraham Hill



or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

21. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

22. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

23. This Agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

24. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

25. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

26. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

27. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

29. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

30. Service Provider is responsible to pay their own taxes. Customer (Eden Area ROP) will issue a 1099 at the end of the year.

Abraham Hill

Date

Stefanie Bradshaw, Eden Area ROP
Assistant Director of Adult Programs

Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Stefanie Bradshaw, Assistant Director of Adult Programs
SUBJECT: Request the Governing Board to approve the Revised Agreement with Cindy Christovale for Direct Support Professional Training for the 2018-2019 School Year

BACKGROUND

Since 1998, the Department of Developmental Services (DDS) has partnered with the California Department of Education to implement the Direct Support Professional Training (DSPT) program. The DSPT provides 70 hours of comprehensive skill development over a two-year period, testing Direct Support Professionals' (DSP) mastery of the curriculum and requiring them to demonstrate proficiency in specific skill sets in order to become certified.

CURRENT SITUATION

The agreement between the DSP Proctor, Cindy Christovale, and the Eden Area ROP to provide training for the 2018-2019 school year was approved on May 3, 2018 by the Governing Board.

The agreement has been revised to reflect a change to Section 4 for trainer compensation. The revised trainer compensation model is based on how the ROP is reimbursed by the Fresno HUB. The ROP is only reimbursed per the number of students that take the training and complete the end of training exam.

CONSENT CALENDAR

AGREEMENT FOR SERVICE

THIS AGREEMENT FOR SERVICE (this "Agreement") for the 2018-2019 School Year.

BETWEEN

Eden Area ROP of 26316 Hesperian Blvd, Hayward, California, 94545
(the "Customer")

OF THE FIRST PART

- AND -

Dr. Cindy Christovale of [REDACTED]
(the "Service Provider")

OF THE SECOND PART

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of
 - a. Coordination and Teaching two-year, 70-hour standardized statewide competency based training program for all direct support professionals and administrators who work in community care facilities (CCF) caring for people with developmental disabilities. A minimum of 9 students per class using approved standard curriculum. The 70-hour training is divided into two equal parts of 35 hours, Year 1 and Year 2, each to be completed in successive years. At the conclusion of each 35 hours of training, the direct support professional will complete a skill check and take a test.

- b. Proctor challenge and skill test for Year 1 and/or Year 2 in lieu of training for direct support professionals and administrators. If a passing score on the challenge test is not achieved, the student must enroll in the 35-hour training class.
- c. Complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.
- d. Attend training and conferences. The Services will also include any other tasks which the parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 2. The term of this Agreement will begin on July 1, 2018 and will remain in full force and effect until June 30, 2019, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

- 3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

- 4. Service Provider will teach each 35-hour training session (including testing) and will be paid \$125 per student that completed the training and took the end of training exam. Service Provider must submit an itemized invoice to Student Services which includes: dates of testing or training, type of training or testing, and number of students per training that tested. Itemized invoice must be received by the 5th of the month following a testing or training cycle.
- 5. This compensation will be payable upon completion of the agreed to services.
- 6. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

Additional Compensation

- 7. In addition to the above compensation, the Service Provider will be entitled to the following compensation for performing the Services: 1. The Customer (Eden Area ROP) will reimburse Service Provider for mandatory trainings based on DSP budget. The Service provider will furnish statements and vouchers to the Customer for all such expenses **OR** the Service Provider will arrange and pay for all travel accommodations for the mandated August 2018 DSP training and

submit an invoice and receipts to the Fresno HUB for reimbursement of lodging, transportation and out of pocket expenses. This is conditional based on enrollment and revenue generated. 2. Customer (Eden Area ROP) will reimburse \$45.00 per hour for mandated instructional time. 3. Customer (Eden Area ROP) will reimburse administrative studies i.e. complete all required and necessary documents associated with curriculum, tracking training and testing of CCF direct care staff and CCR administrators when needed.

Reimbursement of Expenses

8. The Service Provider will be reimbursed for attending required training. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

9. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

Non-Competition

10. Other than with the express written consent of the Customer, which will not be unreasonably withheld, the Service Provider will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Customer, divert or attempt to divert from the Customer any business the Customer has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

Ownership of Materials

11. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
12. The Service Provider may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

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Assignment

14. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Capacity/Independent Contractor

15. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

16. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. Eden Area ROP
26316 Hesperian Blvd, Hayward, California, 94545
Fax Number: (510) 293-8325

- b. Dr. Cindy Christovale



or to such other address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

18. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any

other damages or award, all reasonable legal costs and fees associated with the action.

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Limitation of Liability

21. It is understood and agreed that the Service Provider will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

Indemnification

22. The Service Provider will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Service Provider.

Inurement

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Governing Law

27. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

29. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Additional Provisions

30. Service Provider is responsible to pay their own taxes. Customer (Eden Area ROP) will issue a 1099 at the end of the year.

Dr. Cindy Christovale

Date

Stefanie Bradshaw, Eden Area ROP
Assistant Director of Adult Programs

Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Agreement with Castro Valley Unified School District for Student Transportation for the 2018-2019 School Year

CURRENT SITUATION

Each year the Eden Area ROP contracts for transportation services for students with the participating districts and outside vendors.

For the 2018-2019 school year we are continuing the agreement between Castro Valley Unified School District and the Eden Area ROP for daily transportation to and from the ROP Center and Castro Valley high school sites.

CONSENT CALENDAR

CASTRO VALLEY UNIFIED SCHOOL DISTRICT
4400 Alma Avenue
Castro Valley, CA 94546

TRANSPORTATION AGREEMENT FOR 2018-2019

This is an agreement between the Castro Valley Unified School District (CVUSD) and Eden Area Regional Occupational Program (ROP) for the provision of transportation services between Castro Valley High School, Redwood Alternative High School and the Eden Area Regional Occupational Center.

CVUSD agrees to provide bus transportation for up to 58 students from approximately August 15, 2018 through MAY 31, 2019. The cost will be \$8.355 per mile at approximately 40 miles per day for 180 days, bringing the total approximate cost to \$60,156.00.

Payments will be made at the end of each school quarter upon presentation of an invoice from CVUSD for actual days and mileage.

SCOPE OF AGREEMENT

CVUSD shall furnish transportation by California Highway Patrol approved buses for Eden Area ROP students to and from agreed upon routes and on agreed upon calendar days.

PERMITS AND LICENSES

CVUSD shall secure and maintain valid permits and licenses and certifications that are required by law for the execution of this agreement.

INSURANCE

CVUSD shall maintain insurance and workers compensation coverage as required by current laws and regulations. CVUSD shall maintain insurance that includes and names the Eden Area ROP and its Governing Board and employees, and indemnifies them from any claims or damage to property sustained by any person, firm or corporation caused by any neglect, default or omission of CVUSD and its employees in connection with performance under this agreement.

SAFETY PROGRAM

CVUSD shall observe all requirements of the California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the Eden Area ROP.

DRIVER QUALIFICATIONS

CVUSD agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles.

ACCIDENT REPORTS

CVUSD shall be required to provide accident reports as required by law within the prescribed timeline. In the event of serious injury or death, CVUSD will notify the Eden Area ROP immediately.

EQUIPMENT REQUIREMENTS

Vehicle equipment and services covered by this agreement must comply with applicable laws and regulations.

PUPIL MANAGEMENT

Bus drivers have the responsibility for maintaining proper student behavior on their buses.

PAYMENT FOR SERVICES

Invoices from CVUSD shall be submitted at the end of each quarter noting the number of days driven during the previous quarter.

TERMINATION OF SERVICES

Either party may terminate this agreement by providing the other party with a 30-day written notice of intent to discontinue.

Signed: _____
Eden Area Regional Occupational Program

Date: _____

Signed:  _____
Castro Valley Unified School District

Date: 5-7-18



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Agreement with Flagship Facility Services Inc. for Janitorial Services for the 2018-2019 School Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for Janitorial services.

CURRENT SITUATION

The attached agreement provides details of the janitorial service provided by Flagship Facility Services, Inc. for the 2018-2019 school year.

CONSENT CALENDAR



Flagship Facility Services, Inc.
1050 North 5th Street
San Jose, CA 95112

SERVICE AGREEMENT

This agreement is entered into by and between Flagship Facility Services, Inc. ("Provider") and **Eden Area ROP** ("Company"), for the purpose of cleaning of Company's business premises located at **26316 Hesperian Blvd., Hayward, CA 94545**. The effective date of this agreement is set forth below. The start date for services is: 07/01/2018.

Provider agrees to furnish all manpower, equipment, and materials necessary to provide the services as described on the document entitled "Cleaning Specifications", attached hereto and incorporated by reference. The cost for the services shall be the monthly amount of **\$ 4,958.10**

Company agrees to provide access to the business premises to be cleaned under this agreement, and to pay for all services provided pursuant to monthly invoices, which shall be sent on the first day of each month, due and payable thirty days after date of invoice. Additional services and employee consumable supplies invoices are sent on an as needed basis, and are due and payable thirty days after date of the invoice. Company agrees to pay all invoices when due.

Company is responsible for notifying Provider of any questions, concerns, or discrepancies relating to any invoice in a timely fashion, and in no event later than thirty days after receipt of the invoice in question. Provider shall timely respond to any such questions and/or concerns. In the event of a billing dispute that remains unresolved after one month's time, Provider may cancel this agreement without notice.

This agreement may be terminated upon thirty days written notice to the non-terminating party. Termination does not relieve Company of the obligation to pay all invoices current to the date of termination. In the event of (i) the Company filing for bankruptcy, reorganization, and/or Company's assignment of its assets (ii) Company's loss of its right to occupy the premises described above, (iii) billing disputes unresolved within the time period set forth above, or (iv) failure to pay any invoice when due, Provider shall have the right to terminate this agreement with no notice. Termination does not relieve Company of the obligation to pay for all services rendered prior to the date of termination.

Notices under this Agreement are considered served on the earlier of (a) actual receipt if delivered in person or by facsimile with receipt confirmed in writing by the transmitting machine, (b) three business days after they are deposited with the US Postal Service sent by certified mail, return receipt requested, or (c) two business days after they are deposited with a nationally recognized overnight courier service with delivery charges paid or guaranteed, addressed as follows:

Flagship Facility Services, Inc.
1050 North 5th Street
San Jose, CA 95112





Provider shall not be liable for any failure to perform any of its obligations hereunder which results from an act of God, the elements, fire, theft, flood, delays caused by riot, insurrection, terrorism industrial dispute, war, embargoes, legal restrictions or any other cause beyond the reasonable control of Provider. Likewise, Provider will indemnify and hold harmless Eden Area ROP's governing board, management, all other employees and students from any claims arising directly or indirectly out of the provision of these services.

The terms of this agreement may be modified or amended at any time only by writing, signed by the party against whom modification is sought.

Time is of the essence. A waiver of any term of this agreement shall not be construed to be a modification to this agreement or a continuing waiver of that term.

If any action is brought to enforce the terms of this agreement or collection of any invoices submitted hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief that may be granted.

The person signing this agreement on behalf of Company hereby warrants that he/she is authorized to enter into this agreement. This agreement may be executed in several counterparts all of which shall constitute one agreement binding on each of the parties notwithstanding that all parties have not signed the same original or counterpart.

During the Term and each Schedule Term and the one (1) year period thereafter (regardless of the reason for termination), Customer will not, directly or indirectly, by any means or devices whatsoever, in any individual or representative capacity: (a) hire, employ or attempt to hire or employ any employee of Flagship Facility Services, Inc. or (b) otherwise solicit, request, entice or induce those employees to terminate their employment with Flagship Facility Services, Inc. If Customer should solicit or hire any employee of Flagship Facility Services, Inc. as prohibited above, Customer shall pay to Flagship Facility Services, Inc. as liquidated damages and not as a penalty an amount equal to one hundred percent (100%) of the employee's starting base annual salary with Customer.

This agreement and attachments constitute the entire agreement and supersede any prior discussion, agreement or understandings between the parties regarding the subject matter hereof. If any one or more of the provisions of this agreement are held invalid or unenforceable, the parties intend that such provision shall be modified to the minimum extent necessary to make it valid and enforceable and all other provision of this agreement or their application shall not be affected thereby.

Please remit all payments to:

Flagship Facility Services, Inc.
Attn: Accounts Receivable
P.O. Box 612140
San Jose, CA 95161-2140





This agreement shall be governed by and construed in accordance with the laws of the State of California.

Flagship Facility Services, Inc.
Rafael Y Canseco
Regional Operations Manager

Company Representative

Name and Title (Please Print)



Cleaning Specifications					
(5) days per week for XYZ	Daily	Weekly	Monthly	Quarterly	On Request
Areas to be serviced					
Lobby, Executive Offices and Conference Rooms	x				
General Office Areas and Cubicles	x				
Cafeteria or Break Room	x				
Restrooms	x				
Manufacturing	x				
Labs	x				
Warehouse	x				
Day Porter Services					x
1. Lobby, Executive Offices and Conference Rooms					
Empty trash and replace liners (as needed)	x				
Dispose of recycling (paper, cardboard, plastic)	x				
Organize chairs and magazines (keep area organized)	x				
Wipe down tables	x				
Dust file cabinets (as needed)		x			
Dust other office furniture		x			
Detail dust and wipe all surfaces			x		
High dust all cleared horizontal surfaces to six feet high		x			
Vacuum upholstered furniture			x		
Clean and polish door kick plates and thresholds			x		
Detail wipe light switches, entrance doors, & walls			x		
Spot clean partition/sidelight glass	x				
Dust window sills			x		
Dust mini-blinds				x	
Vacuum air vents				x	
Vacuum floors and carpets	x				
Mop floors	x				
Detail (edge) vacuum carpets (or as needed)			x		
Spot clean carpets using Bissell spot cleaning machine		x			
Shampoo carpets					x
2. General Office Areas and Cubicles					

Empty trash and replace liners (as needed)	x				
Dispose of recycling (paper, cardboard, plastic)	x				
Wipe down tables	x				
Dust file cabinets (as needed)		x			
Dust other office furniture		x			
Detail dust and wipe all surfaces			x		
High dust all cleared horizontal surfaces to six feet high		x			
Vacuum upholstered furniture			x		
Clean and polish door kick plates and thresholds		x			
Detail wipe light switches, entrance doors, & walls			x		
Spot clean partition/sidelight glass	x				
Dust window sills			x		
Dust mini-blinds				x	
Vacuum air vents				x	
Vacuum carpets	x				
Detail (edge) vacuum carpets (or as needed)			x		
Spot clean carpets using Bissell spot cleaning machine		x			
Shampoo carpets					x
3. Cafeteria / Break Room					
Empty trash and replace liners (as needed)	x				
Dispose of recycling (paper, cardboard, plastic)	x				
Detail wipe walls around trash bins		x			
Replenish paper product dispensers	x				
Clean & wipe down sink(s)	x				
Wipe down counters and tables	x				
Clean microwave ovens: inside and outside	x				
Clean coffee makers and rinse coffee pots	x				
Wipe refrigerator: Inside			x		
Outside	x				
Detail wipe exteriors of cabinet drawers (as needed)		x			
Wipe water cooler and empty drip pan	x				
Sweep floors	x				
Wet mop floors	x				
Strip/scrub and wax floors					x



4. Restrooms					
Empty all receptacles and replace liners	x				
Clean & sanitize sinks, toilets and urinals	x				
Empty, clean, polish and disinfect sanitary napkin receptacles	x				
Clean and disinfect door hand plates and light switches	x				
Clean and wipe mirrors	x				
Clean and stock all paper product dispensers	x				
Polish all chrome fixtures & handles	x				
Clean walls and partitions (attention near urinals)	x				
Detail clean showers with soap and mildew remover		x			
Detail disinfect showers and remove hair from drain (maintain clean appearance)	x				
Sweep and sanitize floors	x				
Scrub/buff and wax floors					x
5. Manufacturing					
Empty all receptacles and replace liners (as needed)	x				
Dust mop floor (sweep)	x				
Spot mop floors	x				
Strip/scrub and wax floors					x
6. Labs					
Empty all receptacles and replace liners (as needed)	x				
Dust mop floor	x				
Spot mop floors	x				
Strip/scrub and wax floors					x
7. Warehouse					
Empty all receptacles and replace liners (as needed)					x
Dust mop floors					x
8. Day Porter Services (if applicable)					
Respond to facilities manager's requests					x
Police, clean, and re-stock restrooms as needed					x
Police, clean, and re-stock coffee stations as needed					x
Police, clean, and re-stock cafeteria as needed					x



Police and clean the lobby area entrance as needed					x
Police and clean exterior patio break areas					x
Police outside entrances and walkways for debris					x
Maintain common areas clean and presentable					x
9. Floor Services					
Dust mop floors	x				
Spot mop floors	x				
Strip/scrub and wax VCT floors					x
Scrub and buff ceramic floors					x
10. Carpets					
Vacuum carpets	x				
Detail vacuum carpet edges			x		
Hand spot clean small carpet spots	x				
Spot clean carpets (requiring machine shampooing)					x
Shampoo and extract carpets					x
11. Special Services					
Secure building - lights, alarms, and doors	x				
Dispose of recycling into appropriate recycling containers	x				
Wash interior perimeter glass					x
Wash exterior perimeter glass					x
Maintenance Services Lic. # 871864					x
Painting Services Lic. #871864					x
Locksmith Services Lic. #871864					x
Electrical Services Lic. #871864					x
Building Construction and Demolition Lic. #871864					x





DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Bernie Phelan, Assistant Director of Off-Site Programs
SUBJECT: Request the Governing Board to approve the Contract with American Stage Tours for Sophomore Tour Transportation for the 2018-2019 School Year

BACKGROUND

Each year the Eden Area ROP contracts for transportation services for students within our JPA for the sophomore tours.

CURRENT SITUATION

For the 2018-2019 school year the contract between American Stage Tours and the Eden Area ROP is outlined below:

School	Tour Date	Amount
San Leandro High School	12/07/18	\$6,720.00
Arroyo High School	12/14/18	5,680.00
Mt. Eden High School	1/18/19	5,680.00
San Lorenzo High School	1/25/19	4,520.00
Tennyson High School	2/01/19	3,480.00
Hayward High School	2/08/19	4,640.00
Castro Valley High School	2/15/19	2,320.00
Total		\$33,040.00

CONSENT CALENDAR



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: 05/08/18
Charter No. : 25691

Phone: 510-293-2950

Order Date 05/08/18
SalesRep: Kim Dunn

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **San Leandro High School**
Group Leader: **Alicia Bell**
Destination: **Hayward, CA**
Leave Date: **Friday, December 07, 2018**
Spot Time: **8:00 am**
Leave Time: **8:30 am**
Pickup Location: **San Leandro High School
2200 Bancroft Ave.
San Leandro**

Coaches: **6**
Equipment: **4-56 pax, 1-48, 1-47 pax**
Requested Driver:
Return Date: **Friday, December 07, 2018**
Retn\Drop Time: **3:30 pm**
Destination Details: **Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$6,720.00</u>
05/15/18	Signed Contract			Amount Paid	\$0.00
12/21/18	Final Payment			Balance Due	\$6,720.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.



Charter Party Authorized Signature

5/15/18

Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25691
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25691 in the amount of \$6,720.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.



Charter Party Signature

5/15/18

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: 05/08/18
Charter No. : 25692

Phone: 510-293-2950

Order Date 05/08/18
SalesRep: Kim Dunn

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Arroyo High School**

Coaches: 5

Group Leader: **Alicia Bell**

Equipment: 4-56 pax & 1-48 pax

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, December 14, 2018**

Return Date: **Friday, December 14, 2018**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup **Arroyo High School**

Destination **Eden Area ROP**

Location: **15701 Lorenzo Ave.
San Lorenzo, CA 94580**

Details: **26316 Hesperian Blvd.
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$5,680.00</u>
05/15/18	Signed Contract			Amount Paid	\$0.00
12/28/18	Final Payment			Balance Due	\$5,680.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.

Please call if you have any questions.

Charter Party Authorized Signature

Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25692
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25692 in the amount of \$5,680.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

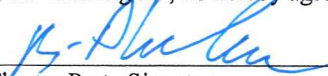
OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.



Charter Party Signature

5/15/18

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/08/18**

Charter No. : **25693**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**

Order Date **05/08/18**

SalesRep: **Kim Dunn**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Mt Eden High School**

Coaches: **5**

Group Leader: **Alicia Bell**

Equipment: **4-56 pax & 1-48 pax**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, January 18, 2019**

Return Date: **Friday, January 18, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **Mt. Eden High School**

Destination Details: **Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

Location: **2300 Panama St
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$5,680.00</u>
05/15/18	Signed Contract			Amount Paid	\$0.00
01/04/19	Final Payment			Balance Due	\$5,680.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.

Please call if you have any questions.



Charter Party Authorized Signature



Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25693
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25693 in the amount of \$5,680.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

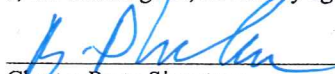
OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.


Charter Party Signature

5/15/18
Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Confirmed: **05/08/18**
Charter No. : **25694**

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Phone: **510-293-2950**
Order Date **05/08/18**
SalesRep: **Kim Dunn**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **San Lorenzo High School**

Coaches: **4**

Group Leader: **Alicia Bell**

Equipment: **3-56 passengers & 1-48 pax**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, January 25, 2019**

Return Date: **Friday, January 25, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **San Lorenzo High School**
50 East Lewelling Blvd.
San Lorenzo

Destination Details: **Eden Area ROP**
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$4,520.00</u>
05/15/18	Signed Contract			Amount Paid	\$0.00
01/11/19	Final Payment			Balance Due	\$4,520.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.



Charter Party Authorized Signature



Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25694
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25694 in the amount of \$4,520.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum

of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.



Charter Party Signature

5/15/18

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: 05/08/18
Charter No. : 25695

Phone: 510-293-2950

Order Date 05/08/18
SalesRep: Kim Dunn

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Tennyson High School**

Coaches: **3**

Group Leader: **Alicia Bell**

Equipment: **3-56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, February 01, 2019**

Return Date: **Friday, February 01, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

Retn\Drop Time: **3:30 pm**

Pickup Location: **Tennyson High School
27035 Whitman St.
Hayward, CA 94544**

Destination Details: **Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
05/15/18	Signed Contract			Transport Charge:	\$3,480.00
01/18/19	Final Payment			Amount Paid	\$0.00
				Balance Due	\$3,480.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.

Charter Party Authorized Signature

Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : **25695**
Phone: **510-293-2950**
Fax:
Order Date **05/08/18**
SalesRep: **Kim Dunn**

The attached Charter 25695 in the amount of \$3,480.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

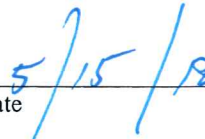
DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.



Charter Party Signature



Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: 05/08/18
Charter No. : 25696

Phone: 510-293-2950

Order Date 05/08/18
SalesRep: Kim Dunn

Thank you for selecting American Stage Tours for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: Hayward High School
Group Leader: Alicia Bell
Destination: Hayward, CA
Leave Date: Friday, February 08, 2019
Spot Time: 8:00 am
Leave Time: 8:30 am
Pickup Location: Hayward High School
1633 East Ave
Hayward, CA 94540

Coaches: 4
Equipment: 4-56 passengers
Requested Driver:
Return Date: Friday, February 08, 2019
Return/Drop Time: 3:30 pm
Destination Details: Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>		
05/15/18	Signed Contract			Transport Charge:	\$4,640.00
01/25/19	Final Payment			Amount Paid	\$0.00
				Balance Due	\$4,640.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.



Charter Party Authorized Signature

5/15/18

Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25696
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25696 in the amount of \$4,640.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.

Charter Party Signature

5/15/18

Date



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

Charter Confirmation

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Confirmed: **05/08/18**
Charter No. : **25697**

Phone: **510-293-2950**

Order Date **05/08/18**
SalesRep: **Kim Dunn**

Thank you for selecting **American Stage Tours** for your upcoming trip. We are committed to providing you with the very best service possible. This Confirmation serves as your contract for your transportation needs shown below. We must receive your signed and dated copy of this confirmation by the due dates shown below. Please review the following information to confirm our understanding of the services we will provide.

Group Name: **Castro Valley High School**

Coaches: **2**

Group Leader: **Alicia Bell**

Equipment: **2-56 passengers**

Destination: **Hayward, CA**

Requested Driver:

Leave Date: **Friday, February 15, 2019**

Return Date: **Friday, February 15, 2019**

Spot Time: **8:00 am**

Leave Time: **8:30 am**

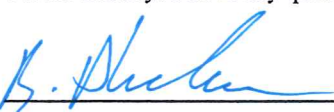
Retn\Drop Time: **3:30 pm**

Pickup Location: **Castro Valley High School
(Pick up in Loop off Mabel)
19400 Santa Maria Avenue
Castro Valley, CA 94546**

Destination Details: **Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545**

<u>Due Dates</u>	<u>Description</u>	<u>Amount</u>	<u>Date Received</u>	<u>Transport Charge:</u>	<u>\$2,320.00</u>
05/15/18	Signed Contract			Amount Paid	\$0.00
02/01/19	Final Payment			Balance Due	\$2,320.00

If you have not already done so, please send us a complete itinerary to insure the success of your trip.
Please call if you have any questions.


Charter Party Authorized Signature


Date

Kim Dunn
Tour Coordinator



1488 Soccer Court
Concord, CA 94518-3850
Phone: 925-687-7705
Fax: 925-685-5421
Toll Free
Website: www.americanstagetours.com
Email: info@americanstagetours.com

S.P.A.B Terms and Conditions

Alicia Bell
Eden Area ROP
26316 Hesperian Blvd.
Hayward, CA 94545

Tuesday, May 08, 2018

Charter No. : 25697
Phone: 510-293-2950
Fax:
Order Date 05/08/18
SalesRep: Kim Dunn

The attached Charter 25697 in the amount of \$2,320.00 is forwarded for your review and approval. This charter has been scheduled according to the reflected information. If correct, please sign, date, and return this contract along with the required deposit.

RATES:

The charges for your charter bus is based on the original information. Additional hours not agreed upon at the time of booking can possibly be accommodated for an adjusted price.

DEPOSITS:

A deposit, if listed on your contract, is due within fourteen days of receiving the contract. Failure to send the deposit may result in a cancellation of the charter. The deposit is refundable if your coach is canceled 14 days in advance of your trip.

CANCELLATIONS:

All cancellations must be submitted in writing. A change of departure date will be considered as a cancellation of the present charter. Your deposit is refundable, if listed, if your charter is canceled at least 14 days prior to your Leave Date. Cancellations received less than 14 days prior to the scheduled departure date are liable for a charge equal to 40% of the charter fee. No refunds will be made for cancellations 7 days or less prior to Leave Date.

PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. All animals except guide dogs are prohibited on the coaches.

School Pupil Activity Bus (S.P.A.B.) REGULATIONS:

The Department of Education and the California Highway Patrol has adopted certain regulations for the protection and safety of both the pupils and the driver. Drivers are limited to:

1. 16 consecutive hours on duty in any one day.
2. Of this 16 hours, a maximum of 10 hours may be actual driving hours.
3. Upon reaching a destination and the driver's total driving hours have been used, the driver must have a minimum of eight (8) hours off duty before local service may be performed or to begin an extended period of driving. American Stage recommends a minimum of ten (10) hours off duty.

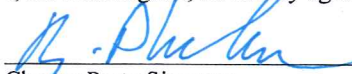
OVERNIGHT CHARTER TRIPS:

On all trips requiring driver accommodations, the group is responsible for the driver's hotel room(s). Each driver must have his/her own hotel room. American Stage Tours strongly recommends housing the driver in the same hotel as the group whenever possible.

DISCLAIMER:

American Stage Tours is not liable for damage to or loss of baggage or other property. Baggage and all other property will be handled at the passenger's risk and only in an amount that can be conveniently carried in the storage areas of the charter coach. Any damage to the coach by the charter party will be charged by the carrier to the charter party. American Stage Tours reserves the right to substitute equipment if in our sole discretion a substitution is necessary.

I, the undersigned, do hereby agree to all policies outlined above.


Charter Party Signature

5/15/18
Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Contract with Zamora & Sons Painting for Painting Services for the 2018-2019 School Year

BACKGROUND

Each year the Eden Area Regional Occupational Program contracts for painting services as needed at the center campus.

CURRENT SITUATION

The attached contract provides details of the painting service provided by Zamora & Sons Painting for the 2018-2019 school year.

CONSENT CALENDAR



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building A
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building A: Admin

1. Prepare surfaces for painting of one office and cabinets.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (same color as Mr. Lang's office).
4. Clean up job site.

Building A: Back Wall (including doors)

1. Power wash clean to remove dirt and dust.
2. Prepare surfaces for painting.
3. Apply spot primer to necessary areas.
4. Apply two coats of finish top coat (existing color).
5. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **6-8** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Six thousand five hundred dollars (\$6,500.00)

Payment to be made as follows:

Full payment due upon completion of job: \$6,500.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date: _____

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building B1,B2,B3
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building B1: Graphics (Paint interior of doors)

1. Prepare surfaces for painting.
2. Apply two coats of finish top coat (existing color).
3. Clean up job site.

Building B2: Security (Mens & Womens Bathroom)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

Building B3: Student Store (Picnic Tables, All sides of Building & Doors)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of epoxy top coat to tables & 2 coats of finish top coat to building & doors.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **10-12** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Eleven thousand five hundred dollars (\$11,500.00)

Payment to be made as follows:

Full payment due upon completion of job: \$11,500.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date:

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building C
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building C3: Dental (Doors & Wall Kick Zone)

1. Prepare surfaces for painting.
2. Apply two coats of finish top coat (existing color).
3. Clean up job site.

Building C4: Dental (Lab & Booths) & Wall Kick Zone

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

Building C11: Careers Ed (Exterior Wall & Doors)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

(continued)

Building C: Exterior Wall & Doors & Two Window Frames & 4 pillars

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color)
4. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **10-12** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Ten thousand one hundred dollars (\$10,100.00)

Payment to be made as follows:

Full payment due upon completion of job: \$10,100.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date:

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building F
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building F2 Auto I (Classroom, Sink & Splash Area)

1. Prepare surfaces for painting.
2. Apply two coats of epoxy finish to sink.
3. Apply two coats of finish top coat (existing color) to walls.
4. Clean up job site.

Building F1: Auto II (Interior building hall walls)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **6-8** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Seven thousand seven hundred dollars (\$7,700.00)

Payment to be made as follows:

Full payment due upon completion of job: \$7,700.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date: _____

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building G
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building G1: Auto Painting (Classroom, Moldings & Lockers, Sink & Splash Area, Blue Areas)

1. Prepare surfaces for painting.
2. Apply one full coat of primer to lockers and blue areas.
3. Apply two coats of gray finish top coat to lockers and blue areas.
4. Apply two coats of epoxy finish to sink.
5. Apply two coats of finish top coat (existing color) to walls.
6. Clean up job site.

Building G2: Construction (Sink Area and Splash Area)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

Building G3: Welding (Classroom)

1. Prepare surfaces for painting.
2. Apply spot primer to necessary areas.
3. Apply two coats of finish top coat (existing color).
4. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **10-12** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Twelve thousand two hundred dollars (\$12,200.00)

Payment to be made as follows:

Full payment due upon completion of job: \$12,200.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

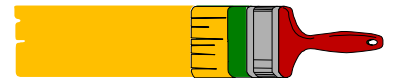
The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature Date: _____

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Building H
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Building H: Exterior Building Wall – Paint entire exterior south wall

1. Power wash to remove dirt & dust.
2. Scrape and sand necessary areas.
3. Apply spot primer to necessary areas.
4. Apply two coats of finish top coat (existing color).
5. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **4-5** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Six thousand five hundred dollars (\$6,500.00)

Payment to be made as follows:

Full payment due upon completion of job: \$6,500.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date: _____

Print Name / Title



Zamora & Sons Painting
1526 Havenscourt Boulevard
Oakland, California 94621



Office: (510) 638-2057 Cellular: (510) 798-8446
License # 647565

PROPOSAL and CONTRACT

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 9835 Goethe Road, Sacramento, California 95827.

Date: May 15, 2018

To: Eden Area ROP Job Name: Eden ROP 2018 Bus Loop
26316 Hesperian Boulevard
Hayward, CA 94545 (510) 293-2906 mfermin@edenrop.org
Attn: Marites Fermin

Dear Ms. Fermin:

The undersigned proposes to furnish all materials and perform all labor on the following described real property:

As described below

necessary to complete the following work of improvement in accordance with the plans and specifications attached hereto, and by reference incorporated herewith.

Bus Loop (Walls, 3 new doors, benches, metal flashing)

1. Power wash to remove dirt & dust.
2. Scrape and sand necessary areas.
3. Apply spot primer to necessary areas.
4. Apply two coats of finish top coat (existing color).
5. Clean up job site.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices on or before **3-4** working day save and except for any delays caused by strikes, Acts of God, or other unforeseen happenstances over which the contractor has no control, for the sum of:

Four thousand eight hundred dollars (\$4,800.00)

Payment to be made as follows:

Full payment due upon completion of job: \$4,800.00

The entire amount is to be paid upon completion of work, unless otherwise indicated. Any alteration or deviation from the above specifications involving extra cost of material or labor, will only be executed upon written orders for same, and will become any extra charge over the sum mentioned in this contract. All agreements must be made in writing.

This proposal shall be binding upon the contractor for a period not to exceed 60 days, unless earlier revoked by written notice of revocation prior to acceptance, at which time, this proposal shall terminate automatically. No contractual rights arise until this proposal is accepted in writing.

Respectfully submitted,

FRANCISCO ZAMORA
ZAMORA & SONS PAINTING

ACCEPTANCE

The above proposal is hereby accepted as contract according to the terms thereof and the owner agrees to pay the amounts mentioned in said proposal and according to the terms thereof.

Authorized Representative Signature

Date: _____

Print Name / Title



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve MOU with Hayward Unified School District for the 2018 Summer School Programs

BACKGROUND

Four years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer the program has expanded to serve middle school students in two Hayward Promise Neighborhood programs, one serving rising 7th grade students, a second serving rising 9th grade students.

CURRENT SITUATION

This summer's middle school experience for rising 7th grade students will take place June 18-June 29 at the Eden Area ROP. The classes for rising 9th grade students will take place from June 20-July 19 at Cesar Chavez Middle School. The attached MOU defines our working relationships with Hayward USD. District staff at Hayward USD have agreed to the terms of this MOU.

Fiscal Impact: Costs for the summer program will be paid for out of Hayward Promise Neighborhood funds.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HAYWARD UNIFIED SCHOOL DISTRICT AND THE
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH
THE HAYWARD PROMISE NEIGHBORHOOD GRANT**

I. TERMS OF MOU:

This agreement shall commence on June 1, 2018 and shall extend for through July 31, 2018.

II. PURPOSE:

Through the Hayward Promise Neighborhood Grant (HPN), Hayward Unified School District and Eden Area Regional Occupational Program will collaborate to implement two Middle School Summer ROP programs:

- A Rising 7th grader ROP camp, located at the Eden Area ROP Center campus, in Hayward.
- A Rising 9th grader set of Entrepreneurial classes for the 2018 STEMulate Summer Academy, located at Cesar Chavez Middle School in Hayward.

III. Rising 7th Grade ROP Camp

Program development and project oversight will be conducted by the Hayward Promise Neighborhood staff and the staff from the Eden Area ROP.

Program will run for 2 weeks, Monday-Thursday 9:00 am-2:30 pm June 18—June 28.

60-70 Hayward students will rotate through various CTE programs throughout the two weeks. Programs will be Medical Careers, Culinary Arts, Criminal Justice, and Construction Technology.

a. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

EAROP will provide the following services to HUSD:

- Instruction and materials for the summer program
- Campus supervisor and clerical support summer program hours
- Clerical support for the summer program
- Operating costs associated with the facility use during this time
- Lunches and drinks for the students
- Teaching and support staff
- Coordination of Friday field experiences

b. ROLES AND RESPONSIBILITIES OF HUSD

HUSD will provide the following services to EAROP:

- HUSD will recruit students for the summer program
- HUSD will appoint a district contact for the summer program who will communicate with the parents and liaise with the Eden Area ROP

IV. Rising 9th Grade STEMulate Summer Academy

The Eden Area ROP will instruct HUSD students 3 sections per day in business and entrepreneurial skills. Classes will be taught to rising 9th grade students and use interactive materials and strategies.

Curriculum will focus upon opportunity recognition. Students will work in teams and learn to make decisions that lead to positive change.

Program will run from June 20—July 19, a total of 17 days. Instruction will take place between 9:00 am and 1:00 pm, plus one hour for preparation each day.

HUSD will run two separate cohorts through the classes; one that meets on Mondays and Wednesdays, the other that meets on Tuesdays and Thursdays.

a. ROLES AND RESPONSIBILITIES OF EDEN AREA ROP

EAROP will provide the following services to HUSD:

- Instruction and materials
- One instructor and one student assistant

b. ROLES AND RESPONSIBILITIES OF HUSD

HUSD will provide the following services to EAROP:

- HUSD will recruit students for the summer program
- HUSD will provide a classroom and computer access
- HUSD will appoint a district contact for the summer program who will communicate with the parents and liaise with the Eden Area ROP

c. FEES

HUSD will pay Eden Area ROP \$4,200 for the course:

- \$3,300 for an Eden Area ROP Instructor for teaching and preparation time
- \$ 750 for a Student Assistant
- \$ 150 for curriculum costs

V. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days notice.

Eden Area ROP shall indemnify, defend and hold harmless HUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt HUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

HUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Linda Granger
Superintendent
Eden Area ROP

Date

Dr. Matt Wayne,
Superintendent
Hayward Unified School District

Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve MOU with San Leandro Unified School District for the 2018 Summer School Program

BACKGROUND

Four years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer the program has expanded to serve middle school students from the Hayward, San Lorenzo and the San Leandro Unified School Districts.

CURRENT SITUATION

This summer's middle school experience for San Leandro USD students will take place July 9-12 and July 16-19 at the ROP Center. The attached MOU defines our working relationships with San Leandro USD. District staff at San Leandro USD have agreed to the terms of this MOU.

Fiscal Impact: Costs for the summer program will be paid for out of Career Pathway Trust funds.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LEANDRO UNIFIED SCHOOL DISTRICT AND THE
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH
THE EDEN AREA CAREER PATHWAYS CONSORTIUM GRANT**

I. TERMS OF MOU:

This agreement shall commence on July 1, 2018 and shall extend for through July 31, 2018.

II. PURPOSE:

Through the Eden Area Career Pathways Consortium Grant, San Leandro Unified School District and Eden Area Regional Occupational Program will collaborate to implement a Middle School Summer ROP program.

Program development and project oversight will be conducted by the San Leandro USD Career Pathways staff and the staff from the Eden Area ROP.

Program will run for 2 weeks, Monday-Thursday 8:30 am-3:00 pm July 9—July 19.

Up to 100 San Leandro students will rotate through various CTE programs throughout the two weeks. Programs will be Medical Careers, Culinary Arts, Criminal Justice, and Construction Technology.

III. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

EAROP will provide the following additional services to SLUSD:

- Instruction and materials for the summer program
- Campus supervisor and clerical support during summer program
- Operating costs associated with the facility use during this time
- Coordination with San Lorenzo USD on bussing
- Lunches and drinks for the students

IV. ROLES AND RESPONSIBILITIES OF SLUSD

- SLUSD will recruit students for the summer program
- SLUSD will appoint a district contact for the summer program who will communicate with the parents, coordinate transportation and liaise with the Eden Area ROP

V. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days notice.

Eden Area ROP shall indemnify, defend and hold harmless SLUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt SLUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

SLUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Linda Granger
Superintendent
Eden Area ROP

Date

Dr. Michael McLaughlin,
Superintendent
San Leandro Unified School District

Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve MOU with San Lorenzo Unified School District for the 2018 Summer School Program

BACKGROUND

Four years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer's ROP program has expanded to serve middle school students from the Hayward, San Leandro and the San Lorenzo Unified School Districts.

CURRENT SITUATION

This summer's middle school experience for San Lorenzo USD students will take place June 18-28 at the ROP Center. The attached MOU defines our working relationships with San Lorenzo USD. District staff at San Lorenzo USD have agreed to the terms of this MOU.

Fiscal Impact: Costs for the summer program will be paid for out of Career Pathway Trust funds.

CONSENT CALENDAR

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN LORENZO UNIFIED SCHOOL DISTRICT AND THE
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM THROUGH
THE EDEN AREA CAREER PATHWAYS CONSORTIUM GRANT**

I. TERMS OF MOU:

This agreement shall commence on June 1, 2018 and shall extend for through June 30, 2018.

II. PURPOSE:

Through the Eden Area Career Pathways Consortium Grant, San Lorenzo Unified School District and Eden Area Regional Occupational Program will collaborate to implement a Middle School Summer ROP program.

Program development and project oversight will be conducted by the San Lorenzo USD Career Pathways staff and the staff from the Eden Area ROP.

Program will run for 2 weeks, Monday-Thursday 9:00 am-2:30 pm June 18—June 28.

Up to 40 San Lorenzo students will rotate through various CTE programs throughout the two weeks. Programs will be Medical Careers, Culinary Arts, Criminal Justice, and Construction Technology.

III. ROLE AND RESPONSIBILITIES OF EDEN AREA ROP

EAROP will provide the following additional services to SLZUSD:

- Instruction and materials for the summer program
- Campus supervisor and clerical support during summer program
- Teaching and support staff
- Operating costs associated with the facility use during this time
- Lunches and drinks for the students

IV. ROLES AND RESPONSIBILITIES OF SLZUSD

- SLZUSD will recruit students for the summer program
- SLZUSD will appoint a district contact for the summer program who will communicate with the parents and liaise with the Eden Area ROP

V. TERMS OF AGREEMENT

An effort will be directed by both parties to maintain the terms of the agreement as defined. However, if urgent circumstances beyond either parties control occur, making one party unable to fulfill its agreement, this agreement can be renegotiated or terminated with 30 days notice.

Eden Area ROP shall indemnify, defend and hold harmless SLZUSD and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt SLZUSD and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

SLZUSD shall indemnify, defend and hold harmless Eden Area ROP and its employees from and against any and all loss, liability, expense, claims, costs, suites and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt Eden Area ROP and its employees from its own fraud, willful injury or violation of law whether willful or negligent.

Under penalty of perjury I agree to the statements above and am designated to sign this agreement on behalf of my agency,

Linda Granger
Superintendent
Eden Area ROP

Date

Dr. Fred Brill,
Superintendent
San Lorenzo Unified School District

Date



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Evan Goldberg, Grant Coordinator
SUBJECT: Request the Governing Board to approve the MOU with the San Lorenzo Unified School District for Transportation of San Leandro USD Students for the 2018 Summer School Program

BACKGROUND

Four years ago, the Eden Area ROP started a middle school summer program in partnership with the Hayward USD/Hayward Promise Neighborhood program. This summer the program has expanded to serve middle school students from the Hayward, San Leandro and San Lorenzo Unified School Districts.

CURRENT SITUATION

This summer's middle school experience for San Leandro USD students will take place July 9-19 at the ROP Center. The Eden Area ROP is contracting with the San Lorenzo USD for bus services to bring students from Bancroft Middle School to the ROP and back each day.

The attached contract codifies our working relationships with San Lorenzo USD. District staff at San Leandro USD have agreed to the terms of this contract.

Fiscal Impact: Costs for both the summer program and the busses for the program will be paid for out of Career Pathway Trust funds.

CONSENT CALENDAR

MEMORANDUM OF UNDERSTANDING BETWEEN
EDEN AREA REGIONAL OCCUPATIONAL PROGRAM
AND SAN LORENZO UNIFIED SCHOOL DISTRICT
2017 SUMMER TRANSPORTATION

This is an agreement ("Agreement") between Eden Area Regional Occupational Program (ROP) ("Eden Area ROP") and San Lorenzo Unified School District ("District"), for the District to provide transportation during the summer of 2017 to students attending Eden Area ROP. District and Eden Area ROP are sometimes hereinafter collectively referred to as the "Parties" or each individually as a "Party."

I. TERM. The term of this Agreement is from June 19, 2017, through June 22, 2017, and June 26, 2017, through June 29, 2017 (8 days).

II. PERMITS AND LICENSES. The District shall secure and maintain valid permits, licenses and certifications that are required by law for the performance of the District's obligations under this Agreement.

- a. **Accident Reports** the District shall provide accident reports as required by law within the prescribed timeline. In the event an accident occurs, which results in serious injuries or death, the District will immediately notify the Eden Area ROP.
- b. **Equipment Requirements** Vehicle equipment and services covered by this Agreement must comply with applicable laws and regulations.

The District shall observe all requirements of California laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of District students transported for the Eden Area ROP.

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

III. INSURANCE AND INDEMNITY The District shall maintain insurance and workers compensation coverage as required by current laws and regulations, and shall name Eden Area ROP as additional insured.

The District shall defend, indemnify, and hold harmless Eden Area ROP and its Governing Board and members thereof, officers, agents, representatives, and employees ("ROP Parties") from and against any claims, demands, liabilities, losses, suits, actions, expenses, or damages (including, but not limited to, attorneys' fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of the District, its agents, representatives, officers, consultants, employees, Board and members thereof ("District Parties") in the performance of or failure to perform District's obligations under this Agreement.

Eden Area ROP shall defend, indemnify, and hold harmless District and the District Parties from and against any Claims directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Eden Area ROP or the ROP Parties in the performance of or failure to perform Eden Area ROP's obligations under this Agreement.

IV. TERMINATION Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party; however, the Parties may agree in writing to a shorter time period for the effectiveness of such termination.

V. PERFORMANCE OF SERVICES The District agrees to assign for each vehicle qualified drivers who are employed, trained and licensed in accordance with the California rules and regulations governing the operation of school transportation vehicles. District shall use its best efforts to secure the drivers necessary to perform District's obligations under this Agreement. Notwithstanding anything stated to the contrary in this Agreement, the District shall be excused from performance under this Agreement, and shall not be deemed to be in breach hereof, during any period of time when the District is unable to secure such drivers.

- a. **Student Pickup and Drop-off Locations** To and from: (1) Bancroft Middle School located at 1150 Bancroft Ave., San Leandro, CA 94577, and (2) Eden Area ROP campus located at 26316 Hesperian Blvd. Hayward, CA 94545, as agreed-upon and on agreed-upon calendar days.
- b. **Student Pickup and Drop-off Times** Pickup students from (1) Bancroft Middle School at 8:30 a.m. drop-off at Eden Area ROP at 9:00 a.m. and (2) Pickup students from Eden Area ROP at 3:00 p.m., drop-off at Bancroft Middle School at 3:30 p.m.
- c. **Pupil Management** Bus Drivers have the responsibility of maintaining proper student behavior on their buses.
- d. **Bus Application** Eden Area ROP shall require students to complete a bus application as required by the District, which are attached hereto and incorporated as Exhibit "A". All bus applications must be received by the District no later than May 26, 2017.
- e. **Bus Pass Requirements** Eden Area ROP shall require students to adhere to the District requirements, which are attached hereto and incorporated as Exhibit "B".

VI. PAYMENT The cost of transportation services under this Agreement shall be Three Thousand Six Hundred and Fifty Dollars (\$3,650.00) per bus. Projected number of students is 100, which would require two (2) buses. Payment shall be adjusted based on the actual number of buses used. The District shall provide an invoice to Eden Area ROP for all amounts due no later than June 15, 2017. Eden Area ROP shall pay any such invoice within thirty (30) days after receipt thereof.

The District agrees that the above payment calculation is for exclusive use of buses for Eden Area ROP programs.

The District agrees that if District buses are utilized for programs other than the Eden Area ROP, the mileage will be adjusted by the District accordingly.

Eden Area ROP agrees to pay the actual cost of any repairs to seats, items, or equipment that is vandalized or damaged by students riding the bus. District will furnish Eden Area ROP a report or log for any such items that are damaged or vandalized by such students, subject to reasonable inspection by Eden Area ROP security.

VII. SEVERABILITY If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

VIII. ENTIRE AGREEMENT This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

IX. SIGNATURES This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

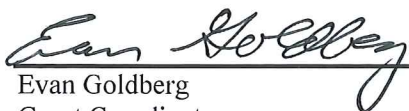
Signed:

Date:

Annette Heldman
Assistant Superintendent, Business Services
San Lorenzo Unified School District

Signed:

Date:


Evan Goldberg
Grant Coordinator
Eden Area Regional Occupational Program (ROP)

5/24/2017

SLZUSD Board Approval Date: _____

THIS APPLICATION CANNOT BE APPROVED UNLESS IT CONTAINS COMPLETE INFORMATION

**SAN LORENZO UNIFIED SCHOOL DISTRICT
APPLICATION FOR STUDENT BUS TRANSPORTATION
SUMMER 2017**

List children to be registered for school busing:

First Name	Last Name	Date of Birth	Sex M / F	Grade	School to be attended	(Office Use) ID #

Does your child have medical information that the bus driver should know about? Yes / No

If yes, please list condition: _____

Parent Name _____
First
Last

Are you: Mother / Father / Legal Guardian of the children listed above? (circle one)

Home Address: _____
Street
APT #
City
Zip Code

Home Telephone () _____ Cell Phone # () _____

Email Address: _____

Father Work Phone () _____ Mother Work Phone () _____

Emergency Contact Person _____ Telephone () _____

AGREEMENT TO RULES FOR RIDING THE BUS

To receive bus services, you must agree to all information received in this packet.

School Board Policy: Bus transportation is a privilege extended only to students who display good conduct while preparing to ride, riding or leaving the bus. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a student to be denied transportation.

I understand that if my child misbehaves, there will be consequences ranging from three days to two weeks suspensions from the bus. Denial of bus services may also be appropriate as determined by the Superintendent.

Parent Signature _____ **Date** _____

Residency Verified by: ☐ Utility Bill ☐ Rental Agreement ☐ Home Visit ☐ State Docs.
☐ McKinney Vento

Intake: _____ Date: _____ Time: _____ Completed: _____ Date _____

DISTRITO ESCOLAR UNIFICADO DE SAN LORENZO
APLICACIÓN PARA EL TRANSPORTE ESCOLAR DE LOS ESTUDIANTES
Para recibir servicio de transporte escolar, usted debe de estar de acuerdo con toda la información que reciba en este paquete.

VERANO 2017

Por favor, enumere los niños que va a inscribir para el transporte escolar.

Nombre	Apellido	Fecha de nacimiento	Sexo M / F	Grado	Escuela que asistirá	(Office Use) ID #

¿Tiene su niño(a) alguna condición médica que el conductor del autobús deba saber? Sí No

Si respondió sí, ¿cuál es esta condición? _____

Nombre de los padres _____

Primer nombre

Apellido

Es usted: ¿Madre / Padre / Guardián Legal de los niños arriba indicados? (encierre la que corresponda)

Domicilio: _____

Calle

Apt. #

Ciudad

Código Postal

Número de teléfono de la casa () _____ Número de teléfono celular () _____

Dirección de correo electrónico _____

Teléfono de trabajo del padre () _____ Teléfono de trabajo de la madre () _____

En caso de emergencia comuníquese con: _____ Teléfono () _____

REGLAMENTO PARA USUARIOS DEL AUTOBÚS ESCOLAR

Política del Consejo Educativo: El transporte escolar es un privilegio adicional únicamente para los alumnos que muestren buena conducta mientras esperan el autobús, cuando viajan en el autobús y hasta cuando se bajan del autobús. El mal comportamiento continuo del alumno o si persiste con la falta de respeto a la autoridad del chofer, será razón suficiente para que se le niegue el servicio de transporte escolar.

Entiendo que si mi hijo presenta problemas de comportamiento, habrán consecuencias que van desde tres (3) días a dos (2) semanas de suspensión a sus servicios de transporte escolar. Es probable que pudieran negarse los servicios en su totalidad si el Superintendente así lo determina.

Firma del padre _____ Fecha _____

Residency Verified by: ☐ Utility Bill ☐ Rental Agreement ☐ Home Visit ☐ State Docs. ☐ McKinney Vento

Intake: _____ Date: _____ Time: _____ Completed: _____ Date: _____

Rules for the School Bus

San Lorenzo Unified School District

Students are to:

- Have their bus pass with them at all times to ride the bus.
- Sit facing forward at all times on the school bus. Always wear seat belts if the bus is equipped with belts.
- Stay seated until the bus comes to a complete stop.
- Keep their body out of the aisle and behind the seat back in front of them.
- Sit where instructed to by the bus driver. **The bus driver may assign seats at any time.**
- Stand still while the bus is approaching their stop. Do not move until the bus door opens.
- Be waiting in a line 5 minutes before the scheduled time for pick up.
- **The bus driver is legally authorized to direct all loading and unloading procedures.**
- Speak quietly on the bus. No yelling, screaming, using profane language or displaying profane or gang related signs.
- Be respectful to others and obey the bus driver. **Talking back to the bus driver will not be tolerated.**
- Not eat any food or drink any liquids on the bus.
- Not throw anything while inside or outside of the bus.
- Not put any part of their body out of the windows of the bus.
- Not operate the windows or any other mechanism on the bus unless the bus driver gives permission.
- Not bring any animals, reptiles, insects or fish onto the bus. Only Guide, Service, Signal or Sight dogs are allowed.
- Never enter the streets while waiting for the bus or cross the street after getting off the bus. Go directly home.
- Tell the bus driver if they need to cross the street.
- Not use a cell phone, ipod or any other distractive electronic devices.
- Never bring skateboards/razors or the like onto the bus.
- Take off their cap or hood while on the bus at the driver's direction.
- Never cut, mark or otherwise damage any part of the bus with any object.
- Never throw or launch any projectile inside or outside of the bus. This includes but is not limited to, projected laser beams. Injury to anyone or anything or damage caused by an infraction of this rule will result in referral to District Security and possible expulsion from the bus.
- Never spit on or at another person.
- Never possess, consume or be under the influence of any tobacco, alcohol or drugs or possess matches or lighters.
- Never possess matches or lighters on or off the bus or at school.
- Never hit, push, trip or otherwise touch anyone in a harmful or sexual way while on or off the bus.
- Never be involved in any sexually explicit behavior.
- Never make any sexually, racially or emotionally motivated comments that threaten physical violence.
- Never bully anyone in any way.
- Never blatantly refuse to comply with the bus driver's instructions
- NEVER possess, display or use a weapon of any kind on or off the bus or at any school campus
- NEVER commit a physical attack upon anyone (emotionally, racially, sexually or any other motivated type).
- NEVER make any threat of violence towards any bus driver or staff of the transportation department.
- NEVER detonate any object containing gunpowder (**caps, firecrackers, firearms, etc.**) on the bus.
- ***Violation of any of these rules will have the bus driver verbally warn the student one time to stop the activity.***
- ***If the student continues, a written conduct report will be made. That report will be sent to the person in charge of the ROP program and to the parent.***
- ***If a second conduct report occurs during the program, the student's bus privileges will be denied for the remainder of the program.***

Reglas de Transporte Escolar

Distrito Escolar Unificado de San Lorenzo

Los estudiantes siempre deberán:

- Portar su pase de autobús en todo momento para poder viajar en el autobús.
- Sentarse siempre de cara al frente. Siempre usar el cinturón de seguridad si el autobús está equipado con cinturones
- Permanecer sentados hasta que el autobús llegue a una parada completa.
- Mantener su cuerpo fuera del pasillo y detrás del asiento al frente de uno.
- Sentarse donde el conductor les indique. **El conductor podrá asignar asientos en cualquier momento**
- Manténganse quietos cuando el autobús se acerque a la parada. No se muevan hasta que se abra la puerta.
- Formarse en fila y esperar al autobús, 5 minutos antes de la hora programada para recogerlos
- **El conductor tiene la autoridad legal para dirigir todos los procedimientos de carga y descarga**
- Hablar en voz baja, no gritar ni dar alaridos, en el autobús. No usar lenguaje profano ni señales de pandillas o groserías
- Respetar a los demás y obedecer al conductor. **No se tolerará la insolencia con el conductor.**
- No comer ni beber ningún líquido en el autobús
- No tirar nada dentro del autobús ni cuando estén afuera del autobús.
- No colocar ninguna parte de su cuerpo fuera de la ventana del autobús.
- No operar las ventanas, ni algún otro mecanismo del autobús sin permiso del conductor.
- No traer animales, reptiles, insectos o peces. Sólo se permiten perros guías, de servicio, señales o visión.
- Nunca bajarse a la calle mientras esperan, ni cruzar la calle al bajarse. Váyanse directamente a casa.
- Díganle al conductor si necesitan cruzar la calle.
- No usen el teléfono celular, ni iPods, o ningún otro aparato electrónico que genere distracción en el autobús.
- Nunca traigan patinetas ni zapatos *razors*, o algo similar en el autobús.
- Quítense la gorra o cachucha en el autobús si el conductor así lo indica.
- Nunca cortar, dañar o marcar parte alguna del autobús
- Nunca tirar o lanzar ningún proyectil dentro o fuera del autobús. Esto incluye, pero no se limita a la proyección de rayos laser, lesiones a cualquier persona o cosa, o daños ocasionados por infringir esta regla, estos casos serán remitidos ante la Seguridad del Distrito y podría culminar en una expulsión del autobús escolar.
- Nunca escupir sobre de, ni en dirección a, otra persona.
- Nunca tener en su posesión, consumir, ni estar bajo la influencia de tabaco, alcohol, drogas, fósforos o encendedores.
- Nunca tendrán fósforos o encendedores dentro o fuera del autobús ni en la escuela.
- Nunca golpearán, empujarán, tropezarán, o tocarán a nadie de forma dañina o sexual, en o fuera del autobús.
- Nunca se verán involucrados en ningún comportamiento explícitamente sexual.
- Nunca harán comentarios sexuales, raciales o emocionales a nadie que amenacen con violencia física.
- Nunca acosarán u hostigarán a nadie, en forma alguna
- Nunca se nieguen flagrantemente a cumplir con las instrucciones del conductor
- NUNCA porten, muestren, usen armas de ningún tipo dentro o fuera del autobús ni en ningún recinto escolar.
- NUNCA cometan ataques físicos contra otros (provocados por emociones, elementos raciales, sexuales o de otra índole)
- NUNCA amenacen con violencia a ningún conductor o personal del departamento de transporte.
- NUNCA detonen, objetos que contengan pólvora (**casquillos, petardos, armas de fuego, etc.**) en el autobús
 - ***La violación de cualquiera de estas reglas llevará al conductor a dar una advertencia verbal de corrección.***
 - ***Si el estudiante continúa, se hará un informe de conducta escrito. Ese informe se enviará a la persona a cargo del programa de ROP y a los padres.***
 - ***Si se da un segundo informe de conducta durante el programa, se le negará al estudiante el privilegio de los servicios de transporte escolar por el tiempo que aún quede del programa.***



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Classification and Destruction of Records

BACKGROUND

Per California Code of Regulations -Title 5, Sections 16020-16030 School district records of a continuing nature i.e., active and useful for administrative, legal, fiscal, or other purposes over a period of years, shall not be classified until such usefulness has ceased. Annually, the Eden Area ROP Superintendent shall review documents and papers originating during the prior school year and classify them as:

- Class 1 Permanent Records- the original, or one exact copy, unless microfilmed, shall be retained indefinitely
- Class 2 Optional Records - not required by law to be retained permanently but deemed worthy of further preservation
- Class 3 Disposable Records - required retention periods and procedures for destruction or transfer of records as specified in Section 16025.

All Class 3 records which have been held for the required retention periods and any permanent records which have been classified as Class 3 after having been duly microfilmed and held for the required retention periods may be destroyed as per Title 5, Sections 16026-16027 of the California Code of Regulations.

CURRENT SITUATION

The Superintendent hereby classifies the list below as Class 3-Disposable Records. These records have met the retention period requirements of Article 2, Sections 16023-16028 of Title 5, California Code of Regulations and are of no further use to the Eden Area ROP. The superintendent requests classification of records and approval for destruction of records which have been retained beyond the required period.

Class 3: Disposable Records-

Records Prior to 2009-2010 School Year
Accounts Payable, Accounts Receivable & Bank Reconciliation
Cancelled checks
Cash Collection Reports
Invoices
Journal Entries
Records Prior to 2011-2012 School Year
Payroll Warrants
Time Sheets
Records Prior to 2013-2014 School Year
Contracts
Vendor Files
Records Prior to 2014-2015 School Year
Correspondence
Notes from Parents (absence notes)
Notice of Student Suspension
Accident or Injury Reports (no claim)
Records Prior to 2016-2017 School Year
Encumbrance Detail Listing
Purchase Requisitions

Information Items



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: The Superintendent's Evaluation Timeline

BACKGROUND

Part of the role and responsibilities of the Governing Board is to annually evaluate the performance of the Superintendent.

CURRENT SITUATION

Attached is a recommended calendar with a timeline to fulfill this obligation.

RECOMMENDATION

Information only

Superintendent's Evaluation Action/Timeline 2018-2019

2018
Aug

The Superintendent will present draft of 2018-2019 goals to the Governing Board in closed session.

2018
Sept

The Superintendent will present to the Governing Board finalized goals for the 2018-2019 school year.

2018
Nov 15

Reminder to the Governing Board of notification for extension of the Superintendent's contract by January 15, 2019.

2019
Apr 15

Evaluation packet will be delivered to the Governing Board, which will include the Superintendent's job description and accomplishments towards the completion of goals.

The Governing Board members will discuss the evaluation with their respective Superintendents prior to written finalization.

2019
May

The Governing Board President compiles and summarizes all information into draft for discussion with the Governing Board.

The Governing Board discusses the evaluation and prepares for presentation to the Superintendent.

2019
Jun

Final document(s) are presented to the Superintendent. Employment contract language is reviewed, if necessary.

Employment contract is finalized and approved. The Governing Board will give the Superintendent suggestions and input for goals for the coming year.

Action Items





DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Adopted Budget for the 2018-2019 Fiscal Year

BACKGROUND

California State law requires that each public school agency prepare an annual operating budget and approve such by June 30th of each year. “The District Board of Education shall certify in writing whether or not the District is able to meet its financial obligations for the 2018-2019 fiscal year and, based on current forecasts, for two subsequent fiscal years. The certifications are classified as positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127).

CURRENT SITUATION

The proposed 2018-2019 Adopted Budget is submitted to the Eden Area ROP Governing Board for their review, comment and approval. A complete budget packet with supplemental backup data will be provided under separate cover to the Board. Copies are available to the public upon request.

The Adopted Budget was prepared and reviewed in accordance with all state adopted criteria and standards in line with the Governor’s new budget for Local Control Funding Formula (LCFF).

The Governing Board understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years in certifying the 2018-2019 for Adopted Budget as positive. The Adopted Budget confirms the Eden Area ROP’s ability to meet all financial obligations for the current fiscal year and two subsequent fiscal years. Finally, the Eden Area ROP continues to meet and exceed AB 1200 requirements.

RECOMMENDATION

It is recommended that the Governing Board approve the Adopted Budget for the 2018-2019 fiscal year.



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Craig Lang, Director
SUBJECT: Request the Governing Board to approve the Adoption of the Recommended Textbook for the 2018-2019 School Year

BACKGROUND

In accordance with Board Policy and Administrative Regulation 6161.1 The Director or designee will administer the selection, ordering and implementation of textbooks throughout the Eden Area Regional Occupational Program (ROP).

Criteria and priorities for the selection of textbooks shall be based on local educational goals and objectives, State-approved instructional programs and criteria derived from any related curriculum frameworks, business/industry advisory committee and/or instructor input.

Adoption of textbooks by the Governing Board will be based upon recommendation made to the Board by the Director or designee.

The Board shall provide 10 days' notice for the public to view the textbooks prior to the Board meeting at which they will be reviewed for Board approval.

CURRENT SITUATION

Listed below is the recommended textbook for the 2018-2019 school year. The book is available for review by the public upon request.

Program: Dental Assisting

New Textbook	ISBN #	Published	QTY	Cost	Old Textbook	Published
Modern Dental Assisting	978-0-323-43030-2	2018	30	\$131	Modern Dental	2014

RECOMMENDATION

It is recommended that the ROP Governing Board approve the adoption of the recommended textbook for the 2018-2019 school year.



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Calendar of Governing Board Meetings for the 2018-2019 School Year

BACKGROUND

The Eden Area ROP annually presents the Governing Board with the Governing Board Meeting calendar for the upcoming school year. Meetings are held on the first Thursday of every month at 5:45 pm, with the exception of January and July where no meeting is held.

CURRENT INFORMATION

The Superintendent is requesting that the Governing Board review the calendar dates through June 2019 and make any necessary changes to accommodate the annual schedule.

Historically, Castro Valley and San Leandro Unified School District hold their high school graduation ceremonies on the last day of school. This year the last day for both those districts is June 6, 2019 and will conflict with our June Board meeting. The ROP is requesting that the June Board meeting be held the next day on Friday, June 7, 2019 at 5:00 pm.

RECOMMENDATION

It is recommended that the Governing Board approve the calendar of Governing Board meetings for the 2018-2019 school year.



GOVERNING BOARD MEETING DATES 2018-2019

Eden Area ROP Governing Board meets the first Thursday of every month.* and meetings begin promptly at 5:45 p.m. in the Eden Area ROP Boardroom in Building A. The following dates have been scheduled for 2018-2019:

July 2018-No meeting scheduled
August 2, 2018
September 6, 2018
October 4, 2018
November 1, 2018
December 6, 2018
January 2019-No meeting scheduled
February 7, 2019
March 7, 2019
April 4, 2019
May 2, 2019
June 7, 2019 **(1st Friday at 5:00 pm)**

*With the exception of the months of January and July where no meeting is held.

GOVERNING BOARD TERMS 2018-2019 SCHOOL YEAR

Each Governing Board office is a two (2) year term and commences on January 1. Castro Valley and San Leandro Unified School Districts hold elections on the alternate years from Hayward and San Lorenzo Unified School Districts.

Board Member	Board Title	District	Term	New Term Commences
Peter Oshinski	President	San Leandro	01/17-12/18	1/2019
Dot Theodore	Vice-President	Castro Valley	01/17-12/18	1/2019
Marilyn Stewart	Member	Hayward	01/18-12/19	1/2020
Dr. Robert Carlson	Member	San Lorenzo	01/18-12/19	1/2020



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the Adoption of Resolution 13-17/18: Funding California Public Schools at the National Average or Higher

BACKGROUND

Funding for California public schools moved from a local to state level in the 1970's with the implementation of the Serrano v. Priest ruling. The passage of Proposition 98 by California voters in 1988 created an annual minimum expenditure on K-14 public education. The passage of the Local Control Funding Formula (LCFF) which was implemented in the 2013-2014 school year, changed how Proposition 98 funds were distributed among the K-12 public institutions.

CURRENT SITUATION

The current funding model has not kept pace with the increasing costs required of public education agencies. Mandates are passed and local education agencies must comply regardless if any additional funds are provided to cover the cost of the mandate. Like all businesses, the cost of operating continues to increase, yet for public education, the state determines the funding level allocated to each public school.

Passage of this resolution demonstrates to the state legislature the Governing Board's support of a level of funding for K-12 public education in the state at the national average by the year 2020 and within the top ten states by 2025.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 13-17/18: Funding California Public Schools at the National Average or Higher.



Resolution No. 13-17/18

Funding California Public Schools at the National Average or Higher

WHEREAS, California has the sixth largest economy in the world, and the largest Gross Domestic Product (GDP) of any state in the nation; and

WHEREAS, despite California's leadership in the global economy, the state falls in the nation's bottom quintile on nearly every measure of public K-12 school funding and school staffing; and

WHEREAS, California ranks 45th nationally in the percentage of taxable income spent on education, 41st in per-pupil funding, 45th in pupil-teacher ratios and 48th in pupil-staff ratios; and

WHEREAS, K-12 school funding has not substantially increased, on an inflation-adjusted basis, for more than a decade; and

WHEREAS, under the Local Control Funding Formula (LCFF), state funding for K-12 schools has only this year recently returned to levels predating the Great Recession of 2007; and

WHEREAS, the modest revenue increases since the implementation of LCFF have been eroded by rapidly increasing costs for health care, pensions, transportation and utilities; and

WHEREAS, 58 percent of California's public school students are eligible for free and reduced-price lunch — 13 percent above the national average — and 23 percent of California students are English learners, more than twice the national average; and

WHEREAS, California's investment in public schools is out of alignment with its wealth, its ambitions, its demographics and the demands of a 21st-century education; and

WHEREAS, in 2007, a bipartisan group of California leaders commissioned a report titled Getting Down to Facts, which stated it would take an additional \$17 billion annually to meet the State Board of Education achievement targets for K-12 schools; and

WHEREAS, in 2016, a California School Boards Association (CSBA) report, California's Challenge: Adequately Funding Education in the 21st Century, updated the Getting Down to Facts data and determined that, adjusting for inflation, an additional \$22 billion to \$40 billion annually would be required to provide all public school students with access to a high-quality education; and

WHEREAS, California funds schools at roughly \$1,961 per student less than the national average, which translates to approximately \$3,462 per student when adjusted for California being a high-cost state; and

WHEREAS, California trails the average of the top 10 states by almost \$7,000 in per-pupil funding; and

WHEREAS, in *Robles-Wong v. State of California*, a group of plaintiffs led by CSBA argued that California's school funding system violated Article IX of the State Constitution by denying all students access to an education that prepares them for economic security and full participation in our democratic institutions; and

WHEREAS, the California Supreme Court declined to hear the case by a 4-3 margin, prompting Justice Goodwin H. Liu to write: "It is regrettable that this court, having recognized education as a fundamental right in a landmark decision 45 years ago (*Serrano v. Priest* (1971) 5 Cal.3d 584), should now decline to address the substantive meaning of that right."; and

WHEREAS, in order to prepare our students for participation in a democratic society and an increasingly competitive, technology-driven global economy, California must fund schools at a level sufficient to support student success; and

WHEREAS, despite its vast wealth, California has consistently underfunded public education while widening its scope, adding new requirements and raising standards without providing appropriate resources to prepare all students for college, career and civic life; and

WHEREAS, if California is to close opportunity and achievement gaps and create a public school system that offers consistently high levels of education, the State must provide schools with the resources to meet the needs of their specific populations;

NOW, THEREFORE BE IT RESOLVED, that the governing board of the Eden Area ROP urges the State Legislature to fund California public schools at the national average or higher by the year 2020, and at a level that is equal to or above the

average of the top 10 states nationally by 2025 and to maintain, at a minimum, this level of funding until otherwise decreed.

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 8th day of June 2018, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Linda Granger
ROP Governing Board Clerk, Eden Area ROP
Alameda County, State of California



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
PREPARED BY: Marites Fermin, Business Manager
SUBJECT: Request the Governing Board to approve the Lease Agreement with KBA Docusys for Copier and Fax Services for the 2018-2023 School Years

BACKGROUND

The Eden Area ROP's copy machines are leased from Ricoh. The copiers are also used for faxing, however, fax services are contracted separately through AT&T and the ROP is billed per fax line. Recently Ricoh could no longer maintain their services so they transferred our services to Ray Morgan Company Inc. for the duration of the school year.

CURRENT SITUATION

Currently, the Eden Area ROP has six leased copiers and operates five fax numbers. The agreement with KBA Docusys will enable the Eden Area ROP to upgrade all leased copiers and the new technology that they offer will eliminate the need to maintain five fax lines. In addition, the rate per copy for both color and black/white is lower than our current agreement. Maintenance parts and supplies, except paper, are included in the consolidated lease agreement.

Fiscal Impact: Annual savings of \$6,205

RECOMMENDATION

It is recommended that the Governing Board approve the lease agreement with KBA Docusys for copier and fax services for the 2018-2023 school years.



PREPARED EXCLUSIVELY FOR



EdenArea ROP

RELIABLE, INTEGRATED, AND SECURE, FACILITY-WIDE PRINT- FAX SOLUTION

PRESENTED BY:
TIM FINNEGAN

DocuFlow
EDOC FAX

TO: MARITES FERMIN
DIANA ENGEL AND ROBERT REMLEY

MARCH 14 2018

PRICING VALID FOR 45 DAYS

COMPLIANCE SECURITY SOLUTION WITH 6 COPIERS

Why KBA DOCUSYS?

KBA Docusys was created out of the need to offer an alternative to the status quo and provide companies with a simple, professional, and common sense approach to business.

Too often in the imaging equipment industry, customers purchase products, programs and services that are not always best for them. This is because the programs and options given are dictated by the needs of the corporations that provide these products. The customer once acquired, then become an account number and never receives the personalized attention and services that were so important in the decision to obtain the product for their organization in the first place.

The business equipment industry is rapidly consolidating. Many of the acquired organizations that were previously supporting personalized business to business service are now providing indifferent, non-responsive customer care.

It is this climate that has created a desire for exactly what KBA has to offer; a company that is built upon a basic structure, with quality products, and professional staff.

CORPORATE VALUES:

Integrity guides our Actions

- We conduct all business with uncompromising integrity
- We honor our professional commitments

Excellence is our goal

- We have chosen to carry product lines for all types of business needs. Each line carries products that are high in quality and competitively priced.
- Service Programs are built around our customers needs. Flexibility and forward thinking helps us ensure that our customer service agreements will be suitable for the business needs of our business relationships.

Elite management style / Good people are our foundation

- We select only the best of the industry's sales service and admin staff, and are dedicated to supporting each employee completely. Our employees are experienced, professional, and customer service oriented.
- We are committed to our team member's professional development and personal success

Our customers come first

- Our clients are the lifeblood of our company , our simple goal is to make and keep happy customers
- Our customer special requests and needs are our opportunity to go the extra mile. Our goal is 100% retention of client relationships

KBA DOCUSYS

TOTAL SATISFACTION GUARANTEE

Best of Breed Products in the Industry

KBA Docusys represents World Class Vendors that encompass over 43% of the global imaging market share. Our unique product line up gives us great flexibility in ensuring that we fit the right product and features to optimize your business workflow.

Excellent Service and Support by Industry Professionals

Our mission statement is simple – KBA is committed to long term customer relationships that equate to Total Customer Satisfaction. Every member of our team strives to make your KBA experience professional and efficient.

Free Replacement

We stand behind every product that we sell or lease and guarantee your complete satisfaction. If your KBA equipment does not work according to the manufacturer's specifications and we can't fix it in a timely manner, we will replace your machine with a machine of comparable or better features and functions free of charge.

Service Loaner

If KBA equipment is down due to service for an extended period of time, a loaner of similar or upgraded features will be provided at no additional cost until your equipment is repaired.

95% Uptime Guarantee

The equipment provided will be operational with an average of at least 95% uptime (excluding preventative maintenance time) or we will credit your service account with an amount equal to the down time of your system.

Response Time Guarantee

KBA guarantees that a KBA-certified field service engineer will respond to your emergency service calls, placed to KBA's dispatch department, within an average of three to four hours.

Performance Guarantee

If your equipment or its accessories do not operate within manufacturer's specifications, and if the equipment cannot be repaired to perform within specifications, you must notify us, at the address shown on your monthly invoice, in care of the Collections Supervisor, by certified mail. We will have 30 days to repair and correct non-performance. If we fail to correct the problem(s) within 30 days, KBA Docusys Inc. will replace the equipment with a like or better system at no cost to you. All payments and contractual obligations must be fulfilled by both parties during this period.

The KBA Docusys Total Satisfaction Guarantee is in effect for up to five years from the date of installation. Your machine must be continuously covered by a KBA Docusys Maintenance Agreement and you must use genuine parts and supplies for your machine from the date of installation in order to be covered by the KBA Docusys Total Satisfaction Guarantee. Equipment damaged or destroyed because of customer's negligence, misuse or abuse, improper electrical power or an act of God are not covered under this program. You agree to provide KBA with requested details on the problem and equipment ID# when placing calls.

(2011.11.v1)

Replacements for copiers in Business Office and Ed Services Qty = 2



Kyocera TASKalfa 6052ci

**60 ppm Black & White, 55 ppm Color, Digital Copier/Printer/ Scanner/ staple/
Booklet / tri-fold**

System Includes:

- Full, rich color printing 1200x1200 resolution
- 180 ipm black and white duplex scanning
- Scan-to-file, Scan-to-FTP, & Scan-to-Email ability (scan to email, desk top, server, or web)
- Single Pass, dual sided scan Document Feeder (175 Sheet Capacity)
- Double Sided Scanning in one pass (two sided copying, printing, and scanning)
- Two Universal Paper Drawers each with 500 sheet capacity
- Two Additional 1500 sheet drawers TOTAL 4100 sheet paper capacity
- Bypass Tray (100 sheet capacity)
- 2GB of RAM, 80 GB HDD
- Magnification and Reduction
- Maximum size 12 X 18 in drawer
- 2 paper drawers for any size paper
- 12 X 47 Banner Printing !
- Document Stapling
- Wireless printing and scanning from iPads, iPhones or any mobile device

Replacements for copiers in Admin, Star Center, C12
Qty =3



Kyocera TASKalfa 5052ci

50 ppm Color, 50 ppm Black & White Digital Copier/Printer/ Scanner/ staple

System Includes:

- Full, rich color printing 1200x1200 resolution
- 180 ipm black and white duplex scanning
- Scan-to-file, Scan-to-FTP, & Scan-to-Email ability (scan to email, desk top, server, or web)
- Single Pass, dual sided scan Document Feeder (175 Sheet Capacity)
- Double Sided Scanning in one pass (two sided copying, printing, and scanning)
- Two Universal Paper Drawers each with 500 sheet capacity
- Two Additional 1500 sheet drawers TOTAL 4100 sheet paper capacity
- Bypass Tray (100 sheet capacity)
- 2GB of RAM, 80 GB HDD
- Magnification and Reduction
- Maximum size 12 X 18 in drawer
- 2 paper drawers for any size paper
- 12 X 47 Banner Printing !
- Document Stapling
- Wireless printing and scanning from iPads, iPhones or any mobile device
- Two of these have booklet/Saddle-stitch folding finishers

Replacement copier for AF220 copier in Room F3
Qty = 1



Kyocera TASKalfa 3552ci

35 ppm Color, 35 ppm Black & White Digital Copier/Printer/ Scanner/ staple

System Includes:

- Full, rich color printing 1200x1200 resolution
- 180 ipm black and white duplex scanning
- Scan-to-file, Scan-to-FTP, & Scan-to-Email ability (scan to email, desk top, server, or web)
- Single Pass, dual sided scan Document Feeder (175 Sheet Capacity)
- Double Sided Scanning in one pass (two sided copying, printing, and scanning)
- Two Universal Paper Drawers each with 500 sheet capacity
- Two Additional 1500 sheet drawers TOTAL 4100 sheet paper capacity
- Bypass Tray (100 sheet capacity)
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- Magnification and Reduction
- Maximum size 12 X 18 in drawer
- 2 paper drawers for any size paper
- 12 X 47 Banner Printing !
- Document Stapling
- Wireless printing and scanning from iPads, iPhones or any mobile device

Lease Program for 6 new copiers and Docuflow with EDoc FAX

Check Back to you for \$14487.44 to cover overlapping payments on old lease

(Old Ricoh leases at \$1317.04 (with tax) per month x 11 month overlap)

6 copiers installed

62 MO., 60 PAYMENT FMV LEASE AS SHOWN	\$1189.11 PER MO. + SALES TAX
---------------------------------------	--------------------------------------

** first lease payment not due for 90 days*

Security Solutions:

E-Doc FAX = \$39.99 /mo provides secure FAX capability without the expense of analog lines

Docuflow Pro = \$25.59/mo per copier provides secure print/copy/scan with full accountability while managing only one print driver – simplifies network printer management

Total lease: Copiers – E Doc FAX - Docuflow

62 month -- 60 payment lease (deferred)	\$1382.68 /per month
---	-----------------------------

Service Program

Black & White impressions billed @ \$.0055 per impression.	Color impressions billed @ 1-4-7 per impression.
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Financial Analysis - Current Situation vs New KBA/Kyocera solution

Current vendor

6 copiers + 14000 bw images = \$1200.00 + \$189.00.00= \$1,389.00 / mo

Vs.

KBA

6 copiers + 14000 bw images = \$1189.00 +\$77.00 = \$1,266.00 / mo

With Fast, new generation equipment

Minimum savings of \$112.00 every month or
\$7,380.00 over the lease term!

All new – next-generation equipment

Standard user interface on every copier– easy to use

Add EDoc FAX and DocuFlow for additional savings
and benefits!

A Guide to KBA's one cent - four cent - seven cent color program

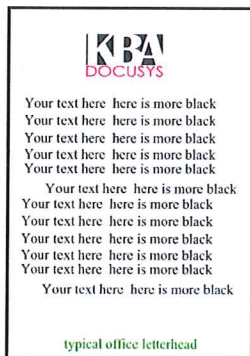


Fair- Metered color program

Pay only for the color that is actually on the page

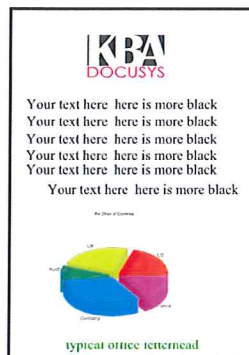
All color Kyocera copiers have 3 color meters -
low - medium - high
and a BW meter

KBA monitors all 4 meters for accurate and fair billing



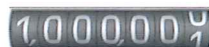
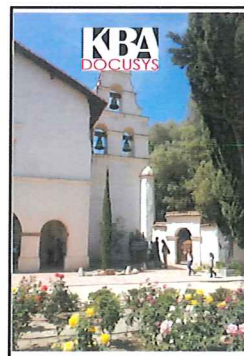
TIER ONE
COLOR METER
UP TO 2.1% COLOR FILL

ONE CENT
EACH
\$.01



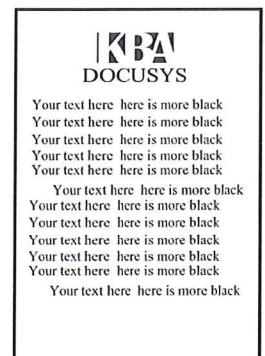
TIER TWO
COLOR METER
2.2%- 5.1% COLOR FILL

FOUR CENTS
EACH
\$.04



TIER THREE
COLOR METER
OVER 5.2% COLOR FILL

SEVEN CENTS
EACH
\$.07



BW

ONE CENT
EACH
\$.01₁₂₀



Sales Order Agreement

Eden Area Regional Occupation Program
26316 Hesperian Blvd
Hayward CA
(510) 293-2900

Date 3/14/2018
Install Date 1/0/1900
Sale Type 0
Sales Rep Tim Finnegan

Ship To	
0	
0	
Contact:	Marites Fermin
Phone/Fax:	(510) 293-2900 (510) -

Bill To	
0	
26316 Hesperian Blvd	
Hayward CA	
94545	
Billing Contact:	0
Phone/Fax:	0 0

Purchase Order:	0	Lease Payment:	\$1,382.68	Monthly Payment:	\$1,382.68
Account Type:	0	Lease Months:	60	Total Service:	\$0.00
B/W CPP	0	Color CPP	0	Color Base	0
B/W Printer CPP	0	Color Printer CPP	0	Color Printer Base	0
Total B/W Svc			\$0.00	Total Color Svc	\$0.00

Quantity	Product #	Description	Unit Price	Total Price
1	1102ND2US0	TASKalfa 6052ci Kyocera TA6052ci - 60/55 PPM A3 Color MFP		
2	1703RG0UN0	TASKalfa 6052ci AK-7100 Attachment kit for DF-7120 / DF-7110		
2	1903RT0US0	TASKalfa 6052ci NK-7110 Numeric Keypad		
2	1203R86US0	TASKalfa 6052ci DP-7110 270 Sheet Dual Scan Document Processor		
2	1203RW2US0	TASKalfa 6052ci DF-7110 4,000 Sheet Finisher		
2	1203ND0UN0	TASKalfa 6052ci BF-730 Booklet and Tri Folding Unit for DF-7110		
2	1203RC2US0	TASKalfa 6052ci PF-7110 Dual 1,500 Sheet Paper Trays		
2	1203RF2US0	TASKalfa 6052ci PH-7100 Punch Unit for DF-7100		
3	1102RN2US0	TASKalfa 5052ci Kyocera TA5052ci - 50/50 PPM A3 Color MFP		
3	1703RG0UN0	TASKalfa 5052ci AK-7100 Attachment kit for DF-7120 / DF-7110		
3	1903RT0US0	TASKalfa 5052ci NK-7110 Numeric Keypad		
3	1203R86US0	TASKalfa 5052ci DP-7110 270 Sheet Dual Scan Document Processor		
3	1203RW2US0	TASKalfa 5052ci DF-7110 4,000 Sheet Finisher		
3	1203ND0UN0	TASKalfa 5052ci BF-730 Booklet and Tri Folding Unit for DF-7110		
3	1203RC2US0	TASKalfa 5052ci PF-7110 Dual 1,500 Sheet Paper Trays		
1	1102TH2US0	TASKalfa 3552ci Kyocera TA3552ci - 35/35 PPM A3 Color MFP		
1	1703RG0UN0	TASKalfa 3552ci AK-7100 Attachment kit for DF-7120 / DF-7110		
1	855D200731	TASKalfa 3552ci STAND Copier Cabinet Stand		
1	1903RT0US0	TASKalfa 3552ci NK-7110 Numeric Keypad		
1	1203RV2US0	TASKalfa 3552ci DF-7120 1,000 Sheet Finisher		
1	1203R86US0	TASKalfa 3552ci DP-7110 270 Sheet Dual Scan Document Processor		
6	Docuflow Pro	Docuflow Pro		
1	E Doc FAX			

Comments/Special Instructions				
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
12:00:00 AM	0	0	0	0

Delivery Instructions
0

Subtotal
Sales Tax
Delivery/Installation
TOTAL AMOUNT
Less Payment (Check #____)
AMOUNT DUE

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
			<i>T. Finnegan</i>	



Lease Return Letter

For order placed in April 2018

Dealer will provide Customer with a check in the amount of \$14,487.44 as part of our agreement. However, it is agreed and understood that any and all financial obligations or money owed on the equipment listed below will remain the obligation of Eden Area Regional Occupation Program.

As an accommodation to our customer, Dealer will return the listed equipment to the leasing company. In order to do so, you must provide us with the "return authorization" (R/A) from your current leasing company. It is the customer's responsibility to request an R/A from the leasing company on a timely basis per the terms and conditions of the lease. Upon Dealer's receipt of the return authorization, we will ship the equipment, at our expense, to the location specified.

By signing this document, the customer acknowledges that Dealer assumes no financial or legal liability for the equipment listed below.

Lease Number:
Lease End Date:
Lease Company:

Equipment:		
Make	Model	Serial #

Authorized Signature (Customer)

Date:

Printed Name & Title

Dealer (Representative)

Date:



32900 Alvarado Niles Road
Suite 100
Union City, CA 94587
510 214 4040

Maintenance Agreement

Date 3/14/2018
Customer # 0
Representative Tim Finnegan

Ship To

Eden Area Regional Occupation Program
26316 Hesperian Blvd
Hayward, CA 94545
Contact: Marites Fermin
Meter Contact: 0
Meter Method: 0
E-Mail mfermin@edenrop.org (510) -

Bill To

0
26316 Hesperian Blvd
Hayward, CA 94545

Installation and Service Agreement Options

Appropriate categories must be initialed by the client in the box to the left of the option.

Maintenance Type: 0

Contract Length (months): 60

Contract Start Date:

	Base Rate	Base Allowance	Base Billed	Overage	Overage Billed
B/W	.0055 ea	0		0.0055	
Color	1-4-7 Cents ea	0		1-4-7 ea	
	0	0			
	0	0			

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
TASKalfa 6052ci				
TASKalfa 5052ci				
TASKalfa 3552ci				
	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			
0	0			

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance

Dealer Representative

Authorized Signature/Date

Print Name

Title

Signature

Date



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

32900 Alvarado-Niles Road, Suite 100 • Union City, CA 94587 • Phone: 510.214.4040 • Fax: 510.675.9272

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to KBA Docusys, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME Eden Area Regional Occupational Program			EQUIPMENT LOCATION (IF DIFFERENT)		
STREET ADDRESS 26316 Hesperian Blvd		PHONE 510-293-2900	CITY	STATE	ZIP
CITY Hayward	STATE ca	ZIP 94545	FAX	FEDERAL TAX I.D. #	

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Kyocera 6052ci	
Kyocera 6052ci	
Kyocera 5052ci	
Kyocera 5052ci	
Kyocera 5052ci	
Kyocera 3552ci	

☐ CHECK HERE FOR MULTIPLE PLACEMENTS - SEE ATTACHED SCHEDULE "A"

TERM AND PAYMENT SCHEDULE

Months 62	Monthly Payment* \$ first 2 pmts @ \$0.0 60 @ \$1382.68	(The lease contract payment ("Payment") period is monthly unless otherwise stated.) *plus applicable taxes
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INSURANCE & TAXES

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Agreement or the Equipment (see paragraphs 2 and 4 on page 2 of this Agreement). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

UCC & MISCELLANEOUS

You agree that we will file Uniform Commercial Code ("UCC") documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf. You agree to pay a one-time fee, not to exceed \$159.00 for the purpose of filing the UCC documents.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

PRINT NAME

ACCEPTANCE OF DELIVERY

The undersigned hereby certifies that: (i) all of the above-described equipment (the "Equipment") has been delivered to the above-named customer (the "Customer") at the address indicated above, (ii) the Equipment has been installed, is fully operational and in good condition, and is unconditionally accepted.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATE OF DELIVERY

LESSOR ACCEPTANCE

KBA Docusys, Inc.

LESSOR

SIGNATURE

TITLE

DATED



DATE: June 8, 2018
TO: ROP Governing Board
FROM: Linda Granger, Superintendent
SUBJECT: Request the Governing Board to approve the 2018-2019 High School Student Calendar

BACKGROUND

Each year the Eden Area ROP develops a school calendar based upon the calendars of the four districts it serves.

CURRENT SITUATION

Currently, all four school districts have adopted school calendars. The attached Eden Area ROP high school student calendar is being presented that best coincides with the district calendars.

RECOMMENDATION

It is recommended that the Governing Board approve the 2018-2019 high school student calendar.

DRAFT 2018-2019 HIGH SCHOOL STUDENT CALENDAR

26316 Hesperian Blvd, Hayward, CA • 510.293.2900 • www.edenrop.org

JULY					
M	T	W	TH	F	
2	3	●4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

0

AUGUST					
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
◆13	▲14	■15	16	17	
20	21	22	23	24	
27	28	29	30	31	

13

SEPTEMBER					
M	T	W	TH	F	
●3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

19

OCTOBER					
M	T	W	TH	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

23

NOVEMBER					
M	T	W	TH	F	
			1	▲2	
5	6	7	8	9	
●12	13	14	15	16	
19	20	21	●22	●23	
26	27	28	29	30	

15

DECEMBER					
M	T	W	TH	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	■21	
●24	●25	26	27	28	
31					

15

JANUARY					
M	T	W	TH	F	
	●1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
●21	22	23	24	25	
28	29	30	31		

18

FEBRUARY					
M	T	W	TH	F	
				1	
4	5	6	7	8	
●11	12	13	14	15	
●18	19	20	21	22	
25	26	27	28		

18

MARCH					
M	T	W	TH	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

21

APRIL					
M	T	W	TH	F	
▲1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

16

MAY					
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
●27	28	29	30	■31	

22

JUNE					
M	T	W	TH	F	
▲3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

0

FIRST AND LAST DAYS OF CLASS

August 15, 2018	First day of school
December 21, 2018	End of 1st Semester
May 31, 2019	Last Day of School

HOLIDAYS

July 4, 2018	Independence Day
September 3, 2018	Labor Day
November 12, 2018	Veterans Day
November 22-23, 2018	Thanksgiving & Day After
December 24-25, 2018	Christmas Eve & Day
January 1, 2019	New Years Day
January 21, 2019	Martin Luther King Jr. Day
February 11, 2019	Lincoln's Birthday
February 18, 2019	President's Day
May 27, 2019	Memorial Day

STAFF DEVELOPMENT DAY

August 13, 2018

TEACHER WORK DAYS/PROF. DEV (No School) ▲

August 14, 2018	Teacher Work Day <i>All 10 month staff</i>
November 2, 2018	Prof Development <i>All 10 month staff</i>
April 1, 2019	Prof Development <i>Certificated staff only</i>
June 3, 2019	Teacher Work Day <i>Certificated staff only</i>

BREAKS**

November 19, 20, 21, 22, 23, 2018	Thanksgiving <i>Students, teachers, career counselor, 10 month & 11 month staff only</i>
December 24, 2018-January 4, 2019	Winter Spring <i>Students, teachers, career counselor, 10 month & 11 month staff only</i>

** Breaks are in Bold

NUMBER OF INSTRUCTIONAL DAYS***

180 Days of instruction

*** Number of Instructional days in a month are in the shaded gray boxes.

DISTRICTS' START DATES

August 21, 2018	Castro Valley USD
August 27, 2018	Hayward USD
August 15, 2018	San Leandro USD
August 22, 2018	San Lorenzo USD

DISTRICTS' LAST DAY OF CLASS

June 6, 2019	Castro Valley USD
June 14, 2019	Hayward USD
June 6, 2019	San Leandro USD
June 13, 2019	San Lorenzo USD

Governing Board Approval

Pending

ACCREDITED BY THE WESTERN ASSOCIATION OF SCHOOLS & COLLEGES